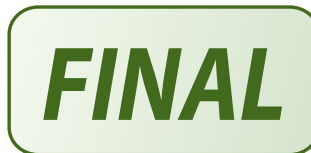


City of San Diego

CONTRACTOR'S NAME: Palm Engineering Construction Co., Inc.
ADDRESS: 7330 Opportunity Road, Suite A, San Diego, CA 92111
TELEPHONE NO.: 619-291-1495 **FAX NO.:** 619-291-0482
CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426
H. Sherzai / R. W. Bustamante / M. L. Wenceslao

BIDDING DOCUMENTS



FOR

MARKET ST- 47th TO EUCLID COMPLETE ST

BID NO.: K-20-1837-DBB-3-A
SAP NO. (WBS/IO/CC): S-16061, B-17052, B-17054
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 7
PROJECT TYPE: ID, JA, KB
FEDERAL AID PROJECT NO.: ATPL 5004 (201)

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS AN ACTIVE TRANSPORTATION PROGRAM (ATP) FUNDED CONTRACT THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

BID DUE DATE:

2:00 PM


APRIL 1, 2020

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 Engineer:


1) Registered Engineer

02-04-2020
Date

Seal:




2) For City Engineer

2/4/2020
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.	Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29	At Time of Bid	ALL BIDDERS
6.	Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the filing of Required Reports To the Equal Opportunity Clause and the Filing of Required Reports	At Time of Bid	ALL BIDDERS
7.	Public Contract Code Section 10162 Questionnaire	At Time of Bid	ALL BIDDERS
8.	Non-Lobbying Certification	At Time of Bid	ALL BIDDERS
9.	Lobby Prohibition, Certification and Disclosure	At Time of Bid	ALL BIDDERS
10.	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
11.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
12.	Contractor's Experience and Past Project Documentation. See SSPs and 2015 WB Section 500-1-1.2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
13.	Contractor's Experience and Past Project Documentation. See SSPs and 2015 WB Section 500-1-1.2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS
14.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
15.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	APPARENT LOW BIDDER
16.	Pre-Award Schedule (Phased Funded Contracts Only)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
17.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
18.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
19.	Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
20.	Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
21.	Exhibit 15-H DBE Information – Good Faith Effort	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
22.	Exhibit 16-B Subcontracting Request	Prior to subcontracting work during construction.	AWARDED BIDDER
23.	Exhibit 16-Z Monthly DBE Trucking Verification	Prior to the 15 th of every month.	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
24.	Exhibit 17-O DBE Certification Status Change	Within 30 calendar days of notice of completion.	AWARDED BIDDER
25.	Exhibit 17-F Final Report – Utilization of DBE, First Tier Subcontractors	Within 90 calendar days of notice of completion.	AWARDED BIDDER
26.	FHWA PR-1391	The Prime contractor and all subcontractors, regardless of tier, who have a Federal-aid contract exceeding \$10,000	See Attachment D requirements.

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Market St - 47th to Euclid Complete St.** 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 **\$6,900,000.**
4. **BID DUE DATE AND TIME ARE: APRIL 1, 2020 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:** See additional **C-27** license requirement in the Long Term Maintenance and Monitoring Agreement (LTMMA).
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
 - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 7.5. **FHWA- CERTIFIED DBE Bidder(s)** shall meet the DBE goal or have a good faith effort. They receive no credit toward the goal for their own DBE status. The City has determined that the following goals shall apply to this project:
 1. DBE Percentage **19%**

The Contractor shall meet the Project specific goals for DBE's as outlined in the Specifications or satisfy GFE documentation requirements.

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

1. Submission of GFE documentation, as specified in the Special Provisions.
2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.

GFE shall be submitted to:
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Rosa Riego

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

- 9.1.** The Director (or Designee) of Public Works 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:

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Rosa Riego

OR:

RRiego@sandiego.gov

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
 - 9.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
 - 9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
- 10. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 10.1. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix J - Long-Term Maintenance and Monitoring Agreement.**
- 11. PHASED FUNDING:** For Phased Funding 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 Public Works 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 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION 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/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/publicworks/edocref/index.shtml</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 - General; Paragraph 2-3,

“Subcontracts”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.

13. SUBMITTAL OF “OR EQUAL” ITEMS: See Section 4-1.6, “Trade Names or Equals” 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 2-3, "SUBCONTRACTS" 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 Public Works Contracts.
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. Within

twenty-four (24) hours after the bid due date and time, the first five (5) apparent low 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 the next business day after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Public Works Contracts

525 B Street, Suite 750 (7th Floor)

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 2-7, 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 in the herein and in the Notice of 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:

Palm Engineering Construction Co., Inc., a corporation, as principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Seven Million Nine Hundred Fifty Six Thousand Five Hundred Ninety Dollars and Thirty Cents (\$7,956,590.30)** for the faithful performance of the annexed contract, and in the sum of **Seven Million Nine Hundred Fifty Six Thousand Five Hundred Ninety Dollars and Thirty Cents (\$7,956,590.30)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

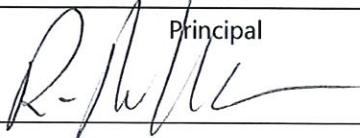
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

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

Dated APRIL 21, 2020

Approved as to Form

PALM ENGINEERING CONSTRUCTION COMPANY, INC.

Principal
By 

RASOUL SHAHBAZI, PRESIDENT
Printed Name of Person Signing for Principal

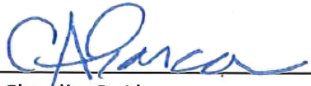
Mara W. Elliott, City Attorney

By 
Deputy City Attorney

THE OHIO CASUALTY INSURANCE COMPANY
Surety

By 
MARK D. IATAROLA, Attorney-in-fact

Approved:

By 
Claudia C. Abarca
Deputy Director
Public Works Department

17771 COWAN AVENUE, SUITE 100
Local Address of Surety

IRVINE, CA 92614
Local Address (City, State) of Surety

949/263-3356
Local Telephone No. of Surety

Premium \$ 60,230.00
PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 024243558

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

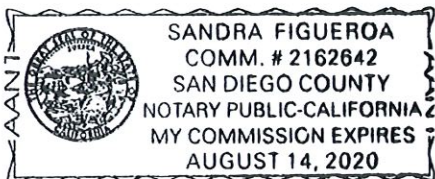
CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO }

On 4/21/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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 *Sandra Figueroa*
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____



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

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

Certificate No: 8201849-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra Figueroa, Mark D. Iatarola, Helen Maloney, John G. Maloney, Jessica Schmal

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2019.



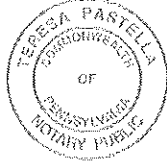
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21ST day of APRIL, 2020.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project proposes to widen existing roadways and replace or widen existing sidewalks to allow for new raised medians, cycle tracks, and additional on-street parking. The project will also include driveways, curb extensions, curb ramps, street lights, traffic signal modifications, drainage improvements, street trees, bus pads and street resurfacing. In addition, this project will also include segments of water replacement and associated appurtenances on Euclid Avenue between Naranja Street and Lakiba Palmer Avenue and segments of sewer pipeline replacement on Euclid Avenue and Guymon Street.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **40810-01-D** through **40810-112-D**, and **40810-T1-D** through **40810-T34-D** inclusive.
2. **LOCATION OF WORK:** The location of Work is as follows:

See Appendix E – Location Map.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including 84 Working Days for the Plant Establishment Period, shall be **324 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 9-3, "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-20-1837-DBB-3-A** _____

CONTRACT OR TASK TITLE: _____ **MARKET ST. - 47TH TO EUCLID COMPLETE ST.** _____

CONTRACTOR: _____ **PALM ENGINEERING** _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1.Phase 1	All work as outlined in the contract document should be completed in phase 1. (240 working days for construction operation, 84 working days for PEP and 32 Months of long-term maintenance)	August 2020	July 2024	\$7,956,590.3 Approximate breakdown is as follow: S16061 Transportation: \$6,095,156.90 B17052 Water Replacement: \$1,522,583.70 B17054 Sewer Replacement: \$338,849.70
				\$
				\$

Contract Total	\$7,956,590.30
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Notes:

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

CITY OF SAN DIEGO

PRINT NAME: Isac Valero
Construction Senior Engineer

Signature: [Handwritten Signature]

Date: 4/27/2020

CONTRACTOR

PRINT NAME: Rasoul Shahbazi

Title: President

Signature: [Handwritten Signature]

Date: 04/24/20

PRINT NAME: Mastaneh Ashrafzadeh
Design Senior Engineer

Signature: Mastaneh Ashrafzadeh

Date: 4/27/2020

ATTACHMENT C

RESERVED

ATTACHMENT D
FEDERAL HIGH WAY (FHWA)
FUNDING AGENCY PROVISIONS

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

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

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

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

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

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

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

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

2. NONDISCRIMINATION PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND PROJECTS:

2.1. 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, color, religion, sex, 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, color, religion, sex, or national origin. Such action shall include, but shall 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 setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by, on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Contractor's commitments under this section 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, or 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 the said 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 or federally assisted construction 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 portion of the sentence immediately preceding Paragraph 1 and 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 administering agency 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 direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. EQUAL OPPORTUNITY CLAUSES:

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

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

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 4.1.** The Contractor is required to comply with the 16 “Standard Federal Equal Employment Specifications” located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.
- 4.2.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of 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 actions steps at least as extensive as the following:
1. 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 2 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.
 2. 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.
 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in 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.
 4. 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.
 5. Develop on-the-job training opportunities, participate in training programs for the area, or both 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 1 above.

6. 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 agreements; 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.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of 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 dispositions of the subject matter.
8. 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.
9. 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.
10. 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.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. 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.

13. 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.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. 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.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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. State of California Department of Transportation Payroll Report. Due to the City weekly.
 2. 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, DOT, 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 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.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 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: CA20200001 01/31/2020

Superseded General Decision Number: CA20190001

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020

ASBE0005-002 09/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	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)....	\$ 20.63	12.17

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

BRCA0004-008 11/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 38.21	17.44

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11

	Rates	Fringes
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

 BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 CARP0547-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 42.34	19.17
(2) Commercial Building....	\$ 37.11	19.17
(3) Heavy & Highway.....	\$ 42.21	19.17
(4) Residential Carpenter..	\$ 29.69	19.17
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 48.71	19.17
PILEDRIVERMAN.....	\$ 42.34	19.17

 CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed		

	Rates	Fringes
construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...\$	22.95	18.85
Drywall Stocker/Scrapper...\$	12.50	12.27
(2) All other work		
Drywall Installer/Lather...\$	32.00	17.63
Drywall Stocker/Scrapper...\$	12.50	12.27

ELEC0569-001 06/03/2019

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....\$	50.81	3%+13.63
Electrician.....\$	50.06	3%+13.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....\$	45.75	3%+14.88
Electrician.....\$	45.00	3%+14.88

ELEC0569-004 08/26/2019

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....\$	32.95	13.02
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.		

Rates Fringes

Sound & Communications

Sound Technician.....\$ 32.95 13.02
 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

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.....\$ 32.44	8.67
Utility Technician #2.....\$ 27.05	8.51

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 06/03/2019

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 34.69	7.65

 ELEC1245-001 06/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.36
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.17
(3) Groundman.....	\$ 35.47	17.79
(4) Powderman.....	\$ 49.55	3%+17.65

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 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

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.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

	Rates	Fringes
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene

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

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor

patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment

operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

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

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

up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to

and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting

device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM.

Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

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 07/01/2019

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 32.92	19.54
Group 2.....	\$ 33.60	19.54
Group 3.....	\$ 34.31	19.54
Group 4.....	\$ 35.11	19.54
Group 5.....	\$ 37.04	19.54
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	17.87
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 29.53	17.87

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

LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen

and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

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

LABO0089-002 11/01/2019

	Rates	Fringes
LABORER (MASON TENDER)	\$ 32.00	18.28

LABO0089-004 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 34.04	19.54
Group 2.....	\$ 34.50	19.54
Group 3.....	\$ 34.91	19.54
Group 4.....	\$ 35.75	19.54
Group 5.....	\$ 39.02	19.54

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, Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic 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 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

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 07/01/2019

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 44.05	18.42
GROUP 2.....	\$ 43.10	18.42
GROUP 3.....	\$ 39.56	18.42

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

for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

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 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

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 07/01/2019

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 28.59	15.97
(2) All Other Work.....	\$ 32.12	16.09

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

* PAIN0036-010 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 35.69	17.10
	Rates	Fringes
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 25.11	17.06

* PAIN0036-012 10/01/2019

	Rates	Fringes
GLAZIER.....	\$ 44.55	20.87

PAIN0036-019 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.02	14.37

PLAS0200-005 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

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	21.12
GROUP 2.....	\$ 27.99	21.12
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 09/01/2018

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 54.63	22.16
Plumber and Pipefitter 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.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

 PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 40.23	18.08

PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..\$	34.40	23.05
Sewer & Storm Drain Work....\$	34.40	23.05

ROOF0045-001 07/01/2019

	Rates	Fringes
ROOFER.....\$	34.25	9.10

SFCA0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....\$	40.57	23.19

SHEE0206-001 07/01/2019

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....\$	40.94	28.51
Except Camp Pendleton.....\$	38.94	28.51
Sheet Metal Technician.....\$	29.25	8.87

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
 - b. New single family residential buildings including tracts.
 - c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
 - d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
 - e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell
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	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69
GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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"

11. FEDERAL LABOR STANDARDS PROVISIONS:

APPLICABILITY: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions (Office of the Secretary of Labor 29 CFR 5) are included in this Contract pursuant to the provisions applicable to such Federal assistance.

SECTION A.

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Federal Agency or its designee shall

approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the

contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)** **(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or, owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Federal agency or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the

apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.59(a)(1) through (10 and such other clauses as the Federal Agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination; Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i)** Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)..
- (iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B. The provisions of this section B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

1. Contract Work Hours and Safety Standards Act.

- (i) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (ii) Violation; Liability For Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (B)(1)(i) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (B)(1)(i) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (B)(1)(i) of this section.
- (iii) Withholding For Unpaid Wages And Liquidated Damages.** The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B)(1)(ii) of this section.
- (iv) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) of this section.

2. In addition to the clauses contained in Section B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the

contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION C.

1. Compliance Verification.

- (i)** The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. Use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the funding agency upon request.
- (ii)** The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii)** The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the Recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv)** The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and

training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in subsection (ii) and (iii) above.

- (v) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the funding agency DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

12. AGENCY SPECIFIC PROVISIONS:

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening, and to submit the forms with the Bid will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

12.1. FHWA Requirements (Contracts via Caltrans)

- 12.1.1. The Bidders' attention is directed to the provisions in Section 2, "Bidding," of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.
- 12.1.2. Bidders shall be fully informed with respect to the requirements of the DBE Regulations and take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBEs) have opportunity to participate in the contract.
- 12.1.3. The Contractors are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. To support its Equal Opportunity Contracting commitment, the City has implemented a project specific goal methodology required for all Caltrans funded projects.
- 12.1.4. See the Notice Inviting Bids for the Subcontracting Participation requirements.
- 12.1.5. The Bidder's attention is directed to the provisions in Section 5, "Control of Work," of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.
- 12.1.6. The Contractor shall complete the following forms and shall submit the forms in accordance with the Caltrans Standard Specifications:
 - 1. Final Report – Utilization of DBE, First Tier Subcontractors
 - 2. Monthly DBE Trucking Verification
 - 3. Exhibit 15-G Local Agency Bidder DBE Commitment
 - 4. Subcontracting Request
 - 5. Exhibit 15-H DBE Information-Good Faith Efforts
 - 6. DBE Certification Status Change
 - 7. FHWA PR-1391

13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

13.1. The affirmative GFE steps documentation shall be submitted **within 4 Working Days of 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
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750 (7TH FLOOR), MS 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. K-20-1837-DBB-3-A

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 forms shall be completed and submitted within **4 Working Days of the Bid opening by 4:00 PM**. 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. Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)
3. Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
4. Exhibit 15-H DBE Information-Good Faith Efforts

14.1.2 The following additional forms shall be submitted in accordance with the Caltrans Standard Specifications.

1. Exhibit 16-B Subcontracting Request
2. Exhibit 16-Z Monthly DBE Trucking Verification
3. Exhibit 17-F Final Report – Utilization of DBE, First Tier Subcontractors
4. Exhibit 17-O DBE Certification Status Change
5. FHWA PR-1391

FUNDING AGENCY PROVISIONS

FORMS

LIST OF WORK MADE AVAILABLE

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

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

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name: Golden State Boring City, State: Chino CA	Bid Item 97 Jacking	298,000.00	100	678500	N		<input type="checkbox"/> <\$1 million
1000005788				<input type="checkbox"/> <\$5 million			
Name: Payco Specialties Inc. City, State: Chula Vista CA	Bid Items 16, 98 and 99 (Striping)	52,876.00	100	298637	Y	102	<input checked="" type="checkbox"/> <\$10 million
1000003515				<input type="checkbox"/> <\$1 million			
Name: AB Hashmi, Inc. City, State: San Diego CA	Bid Items 44, 56 and 112 Concrete, Root Barrier	246,940.00	100	798383	Y	32412	<input type="checkbox"/> <\$5 million
1000002125				<input type="checkbox"/> <\$10 million			
Name: SealRight Paving, Inc. City, State: Spring Valley CA	Bid Items 26, 28, 29, 30, 31, 32 and 34 CTB, Milling, Paving	1,236,155.86	100	364113	Y	42984	<input type="checkbox"/> <\$15 million
1000039542				<input checked="" type="checkbox"/> <\$10 million			
Name: Nu-Line Technologies City, State: Encinitas CA	Bid Items 67, 68, 71, 72, 100 and 101 Lining	44,550.00	100	997520	N		<input type="checkbox"/> <\$1 million
1000003808				<input checked="" type="checkbox"/> <\$5 million			
Name: City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name: Statewide Stripes, Inc.	Bid Items 16, 98 and 99 (Striping)	73,781.00	100	788286	Y	32232	<input type="checkbox"/> <\$1 million
City, State: San Diego CA				100001334			<input checked="" type="checkbox"/> <\$5 million
Name: Ayala Boring Inc.	Bid Item 97 Jacking	256,060.00	73	388577	N		<input type="checkbox"/> <\$1 million
City, State: Fontana CA				1000006481			<input checked="" type="checkbox"/> <\$10 million
Name: SRK Engineering	Bid Items 62,63,65,69 70-90, 94-97, 100,101 119 and 120	1,830,772.00	100	1017836	Y	42597	<input type="checkbox"/> <\$1 million
City, State: Escondido CA				1000045353			<input checked="" type="checkbox"/> <\$5 million
Name: T&D Trenchless	Bid Item 97 Jacking	304,545	100	900732	N		<input type="checkbox"/> <\$1 million
City, State: Murrieta CA				1000033990			<input checked="" type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of San Diego 2. Contract DBE Goal: 19
 3. Project Description: Market St - 47th to Euclid Complete St
 4. Project Location: San Diego
 5. Bidder's Name: Palm Engineering Construction Company, Inc. 6. Prime Certified DBE: 7. Bid Amount: 8,364,815.24
 8. Total Dollar Amount for ALL Subcontractors: 1,878,521.86 9. Total Number of ALL Subcontractors: 5

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
16, 98 and 99	Striping	102	Payco Specialties Inc.	52,876.00
44, 56 and 112	Concrete and Root Barrier	32412	AB Hashmi, Inc.	246,940.00
26, 28, 29, 30, 31, 32 and 34	CTB, Milling, Paving	42984	SealRight Paving, Inc.	1,236,155.86

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	1,535,971.86
21. Local Agency Contract Number: <u>K-20-1837-DBB-3-A</u> 22. Federal-Aid Project Number: <u>ATPL 5004 (201)</u> 23. Bid Opening Date: <u>04/01/2020</u> 24. Contract Award Date: <u>07/23/2020</u> 25. Award Amount: <u>\$7,956,590.30</u>			19 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. _____ <u>04/02/2020</u> 16. Preparer's Signature 17. Date Rasoul Shahbazi 18. Preparer's Name <u>619-291-1495</u> 19. Phone President 20. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ (Agency Name) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 16-B SUBCONTRACTING REQUEST

CONTRACTOR NAME				COUNTY	ROUTE	
BUSINESS ADDRESS				CONTRACT NUMBER		
CITY AND STATE			ZIP CODE	FEDERAL-AID PROJECT NUMBER		
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER (S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME	E. CERTIFIED DBE	F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, Form FHWA- 1273 of the Special Provisions has been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor's Signature	Date
------------------------	------

This section is to be completed by the resident engineer.

- | | | |
|---|----|--|
| 1. Total of bid items | \$ | |
| 2. Contractor must perform with own forces (line 1 X contract req. %) _____ | \$ | |
| 3. Bid items previously subcontracted (taken from previously approved 16-B) | \$ | |
| 4. Bid items subcontracted (this request) | \$ | |
| 5. Total bid items subcontracted (line 3 plus 4) | \$ | |
| 6. Balance of work contractor to perform (line 1 minus 5) | \$ | |

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution : Original-Contractor Copy- Resident Engineer Copy- OBEO- smallbusinessadvocate@dopt.ca.gov or fax to (916) 324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES.

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month		Year		
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
Total Amount Paid					\$		

Prime Contractor Business Address Business Phone No.

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature Title Date

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant		6. Business Address		7. Final Contract Amount			
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name	16. Phone
17. Date		17. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature		19. Local Agency Representative's Name	20. Phone
21. Date		21. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BOX <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE	3. PROJECT NUMBER:	5. PROJECT I
		4. DOLLAR AMOUNT OF CONTRACT	

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2016

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20 (INSERT YEAR)

TABLE A

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL/RACIAL/ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
OFFICIALS																			
SUPERVISORS																			
FOREMEN/WOMEN																			
CLERICAL																			
EQUIPMENT OPERATORS																			
MECHANICS																			
TRUCK DRIVERS																			
IRONWORKERS																			
CARPENTERS																			
CEMENT MASONS																			
ELECTRICIANS																			
PIPEFITTER/PLUMBERS																			
PAINTERS																			
LABORERS-SEMI SKILLED																			
LABORERS-UNSKILLED																			
TOTAL																			

TABLE C (Table B data by racial status)

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY (Signature and Title of State Highway Official)

Form FHWA-1391 (Rev. 09-13)

PREVIOUS EDITIONS ARE OBSOLETE

LOCAL AGENCY NOTIFICATION TO CONTRACTOR

INSTRUCTIONS FOR COMPLETING FEDERAL HIGHWAY ADMINISTRATION (FHWA) PR-1391 FORM

The FHWA PR-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid contract. The "Job Categories" column is used to identify work classification. When identifying work classifications, use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime contractor and subcontractor regardless of tier who has a Federal-aid contract exceeding \$10,000 must report.

REPORT DATA:

Each contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

DUE DATE:

Due on or before the 12th of August to the Local Agency Resident Engineer. The Local Agency Resident Engineer must submit the report to the District Local Assistance Engineer by August 26th.

DEFINITION OF TERMS:

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management-level responsibility and authority.

SUPERVISORS: All levels for project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

- CHECK APPROPRIATE BLOCK – Check only one box.
 - COMPANY NAME, CITY, STATE – Enter the firm’s name, city or town, and state. Do not abbreviate.
- (3) PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime contractor).
- (4) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of contract, including amended amounts.
- I. PROJECT LOCATION – Enter all county(ies) and state(s) associated with the contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime contractor).
- II. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR) – Enter the last two digits of the calendar year you are reporting data for.

TABLE A – Enter number of employee(s) based on race, gender and job category during the reporting period.

TABLE B – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.

TABLE C – enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.

1. PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
2. DATE – Enter the date the Contractor’s Representative signed this form.
3. REVIEWED BY – Signature and Title of Local Agency Official reviewing data.
4. DATE – Enter the date the Local Agency Official signed this form.

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF MARKET ST. -47TH to EUCLID COMPLETE ST.

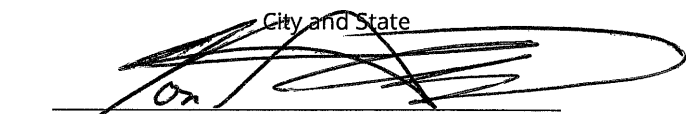
Type of Insurance: Workers' Compensation Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below stated company in conformance with the requirements of Section 7-1.12B (1)(a) "Workers' Compensation", of the Caltrans Standard Specifications and is in force at this time.

The Company will give at least thirty (30) days written notice by certified mail to the City and Consulting Engineer prior to any material change or cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
WSD504428801	11/1/2020	Statutory Limits Under the laws of the State of California

<u>Palm Engineering Construction, Inc.</u>	<u>Insurance Company of the West</u>
Name Insured (Contractor)	Insured Company
<u>7330 Opportunity Rd, Suite A</u>	<u>105025 Innovation Drive</u>
Street Number	Street Number
<u>San Diego, CA</u>	<u>San Diego, CA</u>
City and State	City and State



 Company Representative

State of _____)
) (SEE NOTICE ON NEXT PAGE)
 County of _____)

On this ____ day of _____, 20__, before me personally came _____ to me known, who being duly sworn, did depose and say: That _____ is an authorized representative of the _____ acknowledged to me that _____ executed the within instrument on _____ behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

Certificate of Insurance
(Workers' Compensation) - 1 of 2

Insurance Company Agent for Service of Process in California:

Insurance Company of the West	
Name	Agency
Street Number	Street Number
City and State	City and State
Telephone No.	Telephone No.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and financial rating of at least Class VII in accordance with the most current Best's Rating.

Certificate of Insurance
(Workers' Compensation) - 2 of 2

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.

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

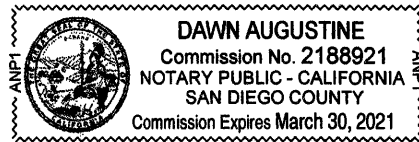
On July 17, 2020 before me, Dawn Augustine
Notary Public, personally appeared Thomas Greishush

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.

Dawn Augustine
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

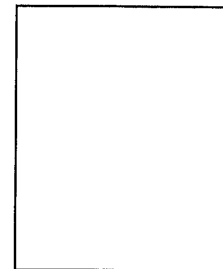
Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

- Type of Satisfactory Evidence:
- _____ Personally Known with Paper Identification
 - _____ Paper Identification
 - _____ Credible Witness(es)



- Capacity of Signer:
- _____ Trustee
 - _____ Power of Attorney
 - _____ CEO / CFO / COO
 - _____ President / Vice-President / Secretary / Treasurer
 - _____ Other: _____

Check here if no thumbprint or fingerprint is available.

Other Information: _____

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF MARKET ST. -47TH to EUCLID COMPLETE ST.

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued to the below stated company in conformance with the requirements of Section 7-1.12 of the Standard Specifications and are in force at this time:

		Limits of Liability	
POLICY EXPIRATION		<u>In Thousands (000)</u>	
<u>NUMBER</u>	<u>DATE</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<hr/>			
A.	GENERAL LIABILITY		
	Bodily Injury	\$ <u>1,000,000</u>	<u>2,000,000</u>
	Property Damage	\$ <u>1,000,000</u>	<u>2,000,000</u>
	Bodily Injury and Property		
	Damage Combined	\$ <u>1,000,000</u>	<u>2,000,000</u>
	Personal Injury	\$ <u>1,000,000</u>	_____
<hr/>			
B.	AUTOMOBILE LIABILITY		
	Bodily Injury	\$ <u>100,000</u>	<u>CSL</u>
	(Each Person)		
	Bodily Injury	\$ _____	_____
	(Each Occurrence)		
	Bodily Injury and Property		
	Damage Combined	\$ _____	_____
<hr/>			
C.	EXCESS LIABILITY		
	Bodily Injury and		
	Property Damage Combined	\$ <u>4,000,000</u>	<u>4,000,000</u>
<hr/>			

Certificate of Insurance
(Liability) - 1 of 3

The following types of coverage are included in said policies (indicated by "X" in space):

A GENERAL LIABILITY:

Comprehensive Form.....	YES <u> x </u>	NO <u> </u>
Premises-Operations.....	YES <u> x </u>	NO <u> </u>
Explosion and Collapse Hazard.....	YES <u> x </u>	NO <u> </u>
Underground Hazard	YES <u> x </u>	NO <u> </u>
Products/Completed Operations Hazard	YES <u> x </u>	NO <u> </u>
Contractual Insurance	YES <u> x </u>	NO <u> </u>
Broad Form Property Damage Including		
Completed Operations.....	YES <u> x </u>	NO <u> </u>
Independent Contractors	YES <u> x </u>	NO <u> </u>
Personal Injury	YES <u> x </u>	NO <u> </u>

B. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading		
and Unloading.....	YES <u> </u>	NO <u> </u>
Owned	YES <u> x </u>	NO <u> </u>
Hired.....	YES <u> x </u>	NO <u> </u>
Non-Owned	YES <u> x </u>	NO <u> </u>

C. EXCESS LIABILITY

Umbrella Form	YES <u> </u>	NO <u> x </u>
Other than Umbrella Form.....	YES <u> x </u>	NO <u> </u>

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.


Certificate of Insurance

(Liability) - 2 of 3

The company will give at least thirty (30) days' written notice by certified mail to the City and the Consulting Engineer prior to any material change or cancellation of said policies.

Palm Engineering Construction, Inc
Name Insured (Contractor)
7330 Opportunity Rd #A
Street Number
San Diego, CA
City and State

James River Insurance Company
Insurance Company
6641 West Broad St #200
Street Number
Richmond, VA
City and State

By 
(Company Representative)

State of _____)
County of _____)

On this ____ day of _____, 200 , before me personally came _____ to be known who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrumental on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC
Insurance Company Agent for Service
Of Process in California:

Name

Street Number

City and State

Telephone No.

Agency

Street Number

City and State

Telephone No.

NOTICE: No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholders' rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

Certificate of Insurance
(Liability) - 3 of 3

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.

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

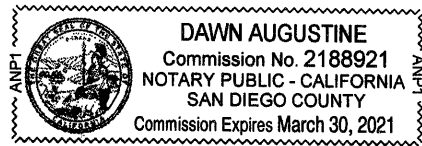
On July 17, 2020 before me, Dawn Augustine
Notary Public, personally appeared Thomas Geisbush

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 signatures(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.

Dawn Augustine
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

- Type of Satisfactory Evidence:
- Personally Known with Paper Identification
 - Paper Identification
 - Credible Witness(es)

- Capacity of Signer:
- Trustee
 - Power of Attorney
 - CEO / CFO / COO
 - President / Vice-President / Secretary / Treasurer
 - Other: _____

Check here if no thumbprint or fingerprint is available.

Other Information: _____

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF MARKET ST. 47TH to EUCLID COMPLETE ST.

Type of Insurance: Workers' Compensation Insurance

This endorsement forms a part of Policy No. WSD504428802.

ENDORSEMENT: It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Consulting Engineer, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

Palm Engineering Construction, Inc

Insurance Company of the West

Name Insured (Contractor)

Insurance Company

7330 Opportunity Rd Suite A

105025 Innovation Drive

Street Number

Street Number

San Diego, CA

S a n D i e g o
C A

City and State

City and State

By 

(Company Representative)

State of _____)

County of _____)

On this ____ day of _____, 20__, before me personally came _____ to be known, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurance Endorsement (Workers' Compensation) - 1 of 1

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____ the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Public Works Department, Field Engineering Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 2_____
 Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
 for construction of _____

in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:
 Supplier

Yours truly,

 Signature of Supplier

 Address

Phone Number: _

CALTRANS STANDARD SPECIFICATIONS

Special provisions are under headings that correspond with the main-section headings of the *Caltrans Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Caltrans Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Caltrans Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Caltrans Standard Specifications* for any other reference to a paragraph of the *Caltrans Standard Specifications*.

DIVISION I GENERAL PROVISIONS

2 BIDDING

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Contract Documents for the project and shall be properly filled out and executed. The bidder's bond form included in that Contract Documents may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Contract Documents. Signing the Contract Documents shall also constitute signature of the Noncollusion Affidavit.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase if \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.5 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES**2-1.12A General**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor 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 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

2-1.12B Disadvantaged Business Enterprises (DBE)**2-1.12B(1) General**

To ensure equal participation of DBEs groups provided in 49 CFR 26.5, the City's shows a goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown on the Notice Inviting Bids or demonstrate that you made adequate good faith efforts to meet this goal.

It is the Bidder's responsibility to verify that the DBE firm is certified at date of bid opening by the California Unified Certification Program. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
6. A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

2-1.12B(2) DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment form included in the Contract Documents.

If the DBE commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the City. The DBE commitment form must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

Submit written confirmation from each DBE shown on the form stating that it will be participating in the Contract. Include confirmation with the DBE commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE will be participating in the Contract.

If you do not submit the DBE commitment form by the specified time, your bid is **non-responsive**.

2-1.12B(3) Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE information - Good Faith Efforts Documentation form, 15-H, showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. If good faith efforts documentation is not submitted with the bid, it must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE commitment form shows that you have met the DBE goal or if you are required to submit the DBE commitment form, you must submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the City finds that the DBE goal has not been met. Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your 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 value and percentage of the total bid. You are responsible to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty whether the DBEs were interested and include the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide enough time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and its price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was offered. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The City may consider DBE commitments of the 2nd and 3rd bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.12B(4) Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign **Exhibit 15-G Construction Contract DBE Commitment** included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the City encourages you to submit a copy of the joint venture agreement.

2-1.12B(5) Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on **Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)** and **Exhibit 15-G Construction Contract DBE Commitment** form unless you receive authorization for a substitution.

The City requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - a) Name and business address of each 1st-tier subcontractor
 - b) Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - c) Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a **Monthly DBE Trucking Verification** form.

If a DBE is decertified before completing its work, the DBE must notify the Contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the Contractor in writing of the certification date. Submit the notifications. On work completion, complete a **Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form**. Submit the form within 30 days of contract acceptance.

Upon work completion, complete **Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**. Submit it within 90 days of contract acceptance. The City will withhold \$10,000 until the form is submitted. The City releases the withhold upon submission of the completed form.

2-1.12B(6) Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the City.

The City authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The City determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the City of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the City's written consent. Unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

3 CONTRACT AWARD AND EXECUTION**3-1.01 GENERAL**

Section 3 includes specifications related to contract award and execution.

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Caltrans Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

THE CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750 (7th Floor)
SAN DIEGO, CA 92101

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

THE CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750 (7th Floor)
SAN DIEGO, CA 92101

3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City will not approve the contract.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly license as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

Complete and sign the Local Agency - DBE Information form included in the contract documents regardless of whether no DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the City encourages you to submit a copy of the joint venture agreement.

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

4 SCOPE OF WORK

Replace section 4-1.05 and 4-1.06 with:

4-1.05 CHANGED CONDITIONS

The Contractor shall follow the GREENBOOK provisions as modified by the WHITEBOOK and Attachment E SSP for the following changed condition clauses:

1. Differing Site Conditions – GREENBOOK Section 3-4
2. Suspension of Work Ordered by the Engineer – GREENBOOK Section 6-3
3. Significant Changes in the Character of Work – GREENBOOK Section 3-2

5 CONTROL OF WORK**5-1.01 GENERAL**

Section 5 includes specifications regarding the Contract parties' relations and Contract acceptance.

5-1.04A PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction 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 the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.04B PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.04C SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of San Diego may exercise the remedies provided under Pub Cont Code § 4110.

The City of San Diego may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 7 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.05 PAYMENTS. -- Attention is directed to Section 9-1.16, "PROGRESS PAYMENTS," and 9-1.17, "PAYMENT AFTER CONTRACT ACCEPTANCE," of the Standard Specifications and these special provisions.

For the purpose of making progress payments pursuant to Section 9-1.16, "PROGRESS PAYMENTS," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing	<u>\$221,000.00</u>
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After acceptance of the contract pursuant to the provisions in Section 5-1.46, " FINAL INSPECTION AND CONTRACT ACCEPTANCE," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.15 STATISTICAL TESTING - Requirements for statistical testing will not apply to the Work.

5-1.13B Disadvantaged Business Enterprises

5-1.13B(1) General

Use each DBE subcontractor as listed on the Subcontractor List form and the Local Agency - DBE Information form unless you receive authorization for a substitution.

Notify the Engineer of any changes to your anticipated DBE participation. Submit this notification before starting the affected work.

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month, submit a Monthly DBE Trucking Verification form.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 90 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 90 days of Contract acceptance. The City withholds \$10,000 until the form is submitted. The City releases the withhold upon submission of the completed form.

5-1.13B(2) Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Local Agency - DBE - Commitment form.

Do not terminate or substitute a listed DBE listed for convenience and perform the work with your own forces or obtain materials from other sources without written authorization from the City.

The City authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractors license and the listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. City determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the City authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the City does not pay for work listed on the Local Agency - DBE - Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

6 CONTROL OF MATERIALS

6-1 GENERAL

6-1.01 GENERAL

Section 6 includes specifications related to control of materials.

6-1.01A USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR shall agree to the following:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

6-1.04 BUY AMERICA

6-1.04C Steel and Iron Materials

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the

physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition.

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6-2 QUALITY ASSURANCE

6-2.01 GENERAL

6-2.01A GENERAL

6-2.01A (1) QUALITY ASSURANCE

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Contractor may examine the records and reports of tests the City performs if they are available at the job site. Schedule work to allow time for QAP.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 GENERAL

Section 7 includes specifications regarding your:

1. Compliance with laws
2. Responsibilities for public safety and convenience
3. Responsibilities for indemnification, insurance, and liability

7-1.02 LAWS

7-1.02A General

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the City incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the City deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

7-1.02B U.S. Fair Labor Standards Act

Comply with 29 USC § 201 et seq.

7-1.02D–7-1.02H Reserved

7-1.02I Government Code

7-1.02I(1) General

Reserved

7-1.02I(2) Nondiscrimination

Under 2 CA Code Regs §§ 8107 and 8203:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. 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.

2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000, or more.

1. As used in the specifications:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian / Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

- (iv) American Indian / Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

- 2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

- 3. The contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.

- 4. 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, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

- 5. In order for the nonworking training hours of apprentices and trainees to be counted, 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 or the California Department of Industrial Relations.

- 6. The contractor shall take specific actions to implement its nondiscrimination program. 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 must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at 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 obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

 - b. Provide written notification within seven days to the director of DFEH 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.

 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. 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 equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. 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 these specifications provided 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, 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.
 8. The Contractor is required to provide equal employment opportunity 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 Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP 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 any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Replace section 7-1.02J with:

7-1.02J TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.

Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt

by the Regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7-1.02K(4) Apprentices

Comply with the apprentice to journeyman ratio requirements (Labor Code § 1777.5(g)).

Comply with the training contribution requirements (Labor Code § 1777.5(m)(1)).

For answers to questions, contact the Division of Apprenticeship Standards before starting work.

7-1.11 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

7-1.11A General

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the Standard Specifications. If a number of trainees or apprentices is required, the Department shows the number on the Notice to Bidders. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

FHWA-1273 Nondiscrimination Clauses

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

7-1.11B FHWA-1273

FHWA 1273 CERTIFICATION

The bidder, under penalty of perjury, certifies that, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by subcontract. The unmodified Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

Palm Engineering Construction Company, Inc.


Name of Contractor

7330 Opportunity Road, Suite A

Address

San Diego, CA 92111

Rasoul Shahbazi, President

Signature: 

Date: 07/20/2020

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor 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 49 CFR Part 26 in the award and administration of DOT-assisted contracts. 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 such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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, 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 ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 1.d. 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. 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.

b. (1) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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 contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency..

(2) 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:

(i) 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;

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction 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 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

7-1.11C Female and Minority Goals

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the following table:

Minority Utilization Goals

	Economic area	Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

Economic area		Goal (Percent)
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

7-1.11D Training

For the Federal training program, the number of trainees or apprentices is **2**.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of section 7-1.11D is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet your equal employment opportunity responsibilities.
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain Department approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the FHWA division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed under a federal-aid contract and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with section 7-1.11D

Each apprentice or trainee must:

1. Start training on the project as soon as feasible after the start of work involving the apprentice's or trainee's craft
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under section 7-1.11D.

8 PROSECUTION AND PROGRESS

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.10 DC-CEM-1201 DAMAGES

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.08B and 8-1.08C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work except plant establishment are as shown in the following table:

Total bid		Liquidated damages per day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400
\$10,000,000	\$30,000,000	\$8,300
\$30,000,000	\$100,000,000	\$10,500
\$100,000,000	\$250,000,000	\$28,500

If all work except plant establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

8-1.10D BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City.

This work shall be diligently prosecuted to completion before the expiration of **324 WORKING DAYS, including 84 WORKING DAYS (120 Calendar Days) for the Plant Establishment Period**, beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall comply with the MTS requirements identified in Section 7-5.3 and 7-5.4 and MTS requirements identified in the MTS Standard Construction Notes before the NTP is issued.

The Contractor shall pay to the City the sum of **\$5,400** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.
-

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 42, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

42. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 3-3, "EXTRA WORK" or 3-4, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **8:30 AM to 3:30 PM**.

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 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 **30%** of the base Bid.

2-5.3.4 Supporting Information. To the "WHITEBOOK", ADD the following:

3. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Working Days of the NTP.
4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix K – Sewer Mains and Laterals Rehabilitation Sample Data Templates**).
 - a) Laterals
 - b) Sewer Mains

ADD:

2-5.3.7 Contractor's Quality Control Plan (QCP).

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval.
4. You shall establish a level of control that will:
 - a) Provide for the production and delivery of acceptable quality materials.
 - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.

6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

2-5.3.7.1 QCP Submittal.

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
 - d) Material quality control testing plan
 - e) Documentation of quality control activities
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
 - g) If paving Work will be in areas prone to shade, provide curing time of product
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

2-5.3.7.2 QCP Administrator.

1. You shall designate a QCP Administrator to implement the QCP.
 - a) The QCP Administrator shall be your full-time employee or your consultant who may have other roles on the project. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.
 - b) The QCP Administrator shall ensure that the following functions are performed and documented:
 - i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
 - ii. Performance of all quality control tests as required by the Contract Documents.
 - iii. Performance of density tests for the Engineer when required.

2-5.3.7.3 Inspection Requirements.

1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.

2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
 - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

2-5.3.7.4 Documentation.

1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
 - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC inspection reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following items:
 - i. Date and location/s of paving work performed.
 - ii. Asphalt mix specifications and supplier.
 - iii. Dig out locations.
 - iv. Tack coat application rate for each location.
 - v. Asphalt temperature at placement for each location.
 - vi. Asphalt depth for each location.
 - vii. Compaction test results for each location.

- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
 - Mixing properties of products against the approved submittal limits.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix G** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

2-5.3.7.5 Corrective Action Requirements.

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.
2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.
3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

2-5.3.7.6 Noncompliance.

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take

corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.

2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
 - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
 - b) Stop operations until appropriate corrective actions are taken.

2-5.3.7.7 Payment.

1. The payment for preparation, submittal, implementation and maintenance of the Quality Control Plan in accordance with the Contract Documents, including any costs for the QCP Administrator, shall be included in the Contract Price.

2-5.4.2 Asset Specific Red-lines. To the "WHITEBOOK", ADD the following:

1. **Fiber Optic and WIFI Device Red-lines.** Fiber Optic and WIFI Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
 - a) Locations and depths of underground utilities.
 - b) Revisions to the routing of piping and conduits.
 - c) Actual equipment locations.
 - d) Pull Boxes.
 - e) Electrical Meter, including meter address.
 - f) Items abandoned in place.

2-7 SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

Geotechnical Investigation Market and Euclid Streetscape dated November 26,2018 by SCST, LLC

5. The reports listed above are available for review by visiting:

<https://filecloud.sandiego.gov/url/thfg86hrw83pnth8>

2-9.1 Permanent Survey Markers. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

ADD:

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-14.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Euclid Avenue, between Naranja Street and Guymon Street; Market Street, from 47th Street to east of Euclid; and, Guymon Street, in front of Horton Elementary School. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) B15012-46- City Street Lights GF GRP 15 & B15012-47 - City Street Lights GF GRP 15 – Jie Xiao, 619 533-5496
 - b) B17050-13 - Citywide Street Lights Group 1701 CD6 - Fernando Lasaga, 619-533-7406
 - c) B16018- Priority Sewer Main Replacement Group 16 - Jaime Ramos-Banuelos, 619-533-5103
 - d) CHWW-S2 - CHOLLAS VIEW SEGMENT 02 - John Granillo-Dodds 619-533-4418

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-3.2.3 Markup. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor’s portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor’s Work once.

3-5.1 Claims. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.

3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.

2. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
3. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
4. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. To the "WHITEBOOK", ADD the following:

1. Steel pipe in sizes larger than 18 inches shall require inspection at the source of production.
2. City lab staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. You shall incur additional inspection costs outlined in 4-1.3.3, "Inspection of Items Not Locally Produced".
3. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.

4. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.

b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.

c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.6 Preapproved Materials. To the “WHITEBOOK”, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. To the “WHITEBOOK”, ADD the following:

11. You shall submit your list of proposed substitutions for an “equal” **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 5 – UTILITIES

5-1.1 General. To the “WHITEBOOK”, ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

5-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

g) Refer to **Appendix M** for more information on the protection of AMI devices.

5-4 RELOCATION. To the “GREENBOOK”, ADD the following:

1. The construction schedule will need to account for utility relocation activities. You shall coordinate with the utility companies for the relocations. Details regarding the utilities and type of work are described in detail in the table below:

Utility	Contact	Lead time	Work Window	Stage of construction prior to Utility Work	Type of Work to be conducted by Utilities
SDG&E GAS	Robert Blackwell RBlackwell@sdge.com (619) 572 7352	4 weeks	3 weeks	Sewer line construction	Relocated gas valve.
		4 weeks	3 weeks	Paving	Adjust valves and covers to grade
SDG&E ELECTRIC	NMarsman@sdge.com (858) 636 6854	4 weeks	4 weeks	During construction when new	Relocate electrical transformers,

Utility	Contact	Lead time	Work Window	Stage of construction prior to Utility Work	Type of Work to be conducted by Utilities
				sidewalk and parkway grade is made	relocate utility pole
SDG&E ELECTRIC	NMarsman@sdge.com (858) 636 6854	4 weeks	4 weeks	During Construction	Relocate Electric Line @ location 29+30
AT&T	Kerry Middaugh Km2549@att.com (619) 266 4651	4 weeks	4 weeks	During construction when new sidewalk and parkway grade is made	Relocate communication risers and vaults
AT&T	Kerry Middaugh Km2549@att.com (619) 266 4651	4 week	2 weeks	During Construction if necessary	Relocate Communication Line @ location 29+00
AT&T	Kerry Middaugh Km2549@att.com (619) 266 4651	4 weeks	2 weeks	Paving	Adjust manhole to grade
COX	Robert Mote Robert.mote3@cox.com (858) 592 4018	4 weeks	2 weeks	During construction when new sidewalk and parkway grade is made	Relocate Facilities @Locations: 18+79, 20+10, 21+34, 30+36 and, 105+00, 112+70 and 401+29
		4 weeks	2 weeks	During construction when new sidewalk and parkway grade is made	Replace & Adjust Facilities in Place @ Locations: 15+85, 34+00, 34+65, 36+59, 109+44, 110+44

5-6 COOPERATION. To the "GREENBOOK", ADD the following:

1. Notify SDG&E at least **22 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Cost Loaded Construction Schedule (Schedule).
 - a) You shall be responsible for developing, coordinating, revising, updating, and maintaining the Cost Loaded Construction Schedule (Schedule) utilizing the Critical Path Method (CPM).
 - b) Schedule versions shall be based solely on the Work as awarded and shall exclude any substitute proposals even if you pursue a substitution in accordance with the provisions of the Contract.
 - c) Include the approved proposals and approved Change Orders in the Schedule updates.
 - d) Total Float is the number of days by which a part of the Work in the Schedule may be delayed from its early dates without necessarily extending the Contract Time. The Contract Float is the number of days between your anticipated date for early completion of the Work, or specified part, and the corresponding Contract Time. Total Float and Contract Float belong to the Project and belong to any Party. They are available to either party to accommodate changes in the Work or to mitigate the effect of events which may delay performance or completion.
 - e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required

Schedule information precludes a proper evaluation of your ability to complete the Project within the Contract Time.

- f) The Schedule shall show a breakdown of Work into activities and relationships between the activities to the extent required to effectively manage the Work. The Schedule shall show the division of the Work into activities and shall specify the progression from the NTP to the end of the Contract Time.
- g) The Schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up, and performance tests.
- h) Your Schedule shall include 3 Working Days for the Engineer to conduct a final Walk-through inspection and 15 Working Days for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
- i) If you modify or change the Schedule for Change Order Work or otherwise, notify the Engineer in writing with an explanation.
- j) Comments made by the Engineer on the Schedule during review shall not relieve you from compliance with requirements of the Contract. The Engineer may request that you and your major Subcontractors (defined herein as being any Subcontractor or Supplier with 5% or more of the value of the Contract) participate in the review of any Schedule submission. Submit the Schedule revisions within 10 Working Days after the Engineer's review.
- k) The Schedule shall show work to be done by the City's personnel, such as but not limited to: submittal reviews (separate tasks for each), sewer televising, water main connections, water testing, and operational performance tests as separate tasks. The Schedule shall show appropriate time allowances for work performed by the City and other agencies.
- l) If completion of any part of the Work, delivery of equipment or materials, or provision of your submittals is behind schedule and will impact the completion date of the Work, you shall submit a written recovery plan acceptable to the Engineer for completing the Work by the current Contract completion date.
- m) You shall not be entitled to any extension in Contract Time or recovery for any delay incurred because of extensions in an early completion date until all Contract Float is used, performance of the Work extends beyond the corresponding Contract Time, and a recovery plan is submitted demonstrating that the delay cannot be mitigated or offset through actions such as rescheduling the Work.

- n) Misrepresentation of actual Work durations in order to suppress available Float Time shall be cause for rejection of the Schedule and any revisions or updates.
- 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.
- p) The Schedule shall be reasonably balanced over the construction duration. Upon receipt, the Engineer shall review the Schedule and shall provide comments, as appropriate, for revision.
- q) Assign a budget to each Schedule activity. Separate Bid items shall be separate activities. The Schedule shall show costs for each phase of the Contract. The cost value of all Schedule activities shall equal the Contract values shown in the Bid both individually and in total. Include Change Orders.
- r) The Engineer may at any time request a Schedule narrative that describes the approach to the Work and the rationale used to develop the Schedule relationships and logic.
- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - ii. See also the “Cash Flow Forecast Example” at the location below:

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

- 2. For phased funded contracts, the Schedule shall include the Work to be completed as part of the first phase of the Phased Funding Schedule and all subsequent phases and shall be in accordance with 6-1.4, “Phased Funding”
- 3. The **120 Calendar Days (84 Working Days)** for the Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

6-1.6 Excusable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If a delay in the Work occurs and affects Work activities, delays may either be Excusable Compensable Delays or Excusable Non-Compensable Delays.

ADD:

6-1.6.1 Excusable Compensable Delays.

1. If an Excusable Delay meets the requirements of 6-6.2, “Extensions of Time”, then the City shall compensate for the following circumstances:
 - a) The City’s failure or inability to make available any portion of the entire Site in accordance with the requirements of the Schedule.
 - b) The City’s failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to your fault or neglect as determined by the Engineer.
 - c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
 - d) Differing or concealed site conditions that could not reasonably have been anticipated at the time of Bid.
 - e) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought in by you and not included in the Contract.
 - f) Delays resulting from any changes made to any City of San Diego Municipal Code after the date of execution of the Contract.
 - g) Delays due to the City’s acts or omissions and those within the City’s control.
 - h) Delays requested by the City.

ADD:

6-1.6.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-6.2, “Extensions of Time” for the following circumstances:
 - d) Delays resulting from Force Majeure.
 - e) Delays caused by weather.
 - f) Delays caused by changes to County, State, or Federal law.

2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay

6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Construction must only take place between **August 16th** to **February 28th** on Market Street east of Euclid Avenue to avoid indirect noise-related impacts during the California gnatcatcher’s breeding season.
 - b) Construction must only take place between **September 16th** to **January 31st** on the southern side of Market Street adjacent to Chollas Creek to avoid impacts during the breeding season of avian species protected under the federal MBTA and/or CDFW Code Sections 3503 and 3513.
 - c) Construction must only take place between **September 16th** to **January 31st** on Euclid Avenue south of the intersection with Market Street adjacent to Encanto Creek to avoid impacts during the breeding season of avian species protected under the federal MBTA and/or CDFW Code Sections 3503 and 3513.
 - d) Contractor shall not begin any work between Stations 29+30 to 33+00 prior to December 1, 2020 and receiving a written authorization from the City’s Resident Engineer.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Market Street (47th Street to Euclid Avenue) Improvements**, Project No. **S-16061**, 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.

6-6.2 Extensions of Time. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.

2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.6, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 3-5.1, "Claims".

6-6.4 Written Notice and Report. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-6.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

6-7 TIME OF COMPLETION. To the "WHITEBOOK", ADD the following:

2. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **66 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

6-7.1

General. To the "WHITEBOOK", item 3, ADD the following:

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

6-8.1

Completion. To the "GREENBOOK" and "WHITEBOOK", DELETE this and all subsections in its entirety and SUBSTITUTE with the following:

- 1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

6-8.1.1

Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 2-5.4 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

6-8.1.2 Walk-through and Punchlist Procedure.

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 6-8.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 6-8.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.

8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

6-8.2 Acceptance.

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

6-8.3 Warranty.

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the

replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Node"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 6-8.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", ADD the following:

3. Refer to Caltrans Specifications.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its 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 for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial 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	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 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.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract

Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

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

7-3.2.6 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, and that have been approved by the City.

7-3.3.1 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 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 herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include 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.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 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.

7-3.5.1.3 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.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 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.

7-3.5.3.3 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.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all 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.

7-3.7 **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.

7-3.8 **Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 **Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-3.10 **Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
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 3 years after completion of the Project or termination of this 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 above.

7-4 **NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.**

1. In accordance with the provisions of §3700 of the California Labor Code, 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 the requirements of this section.

2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1 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.

7-5.3 Payment. To the "WHITEBOOK", DELETE in its entirety.

ADD:

7-5.3 MTS Permit.

1. The term "Railroad" shall mean the San Diego Metropolitan Transit System (MTS) and San Diego Arizona & Eastern Railroad (SDAE).
2. The Contractor must understand the Contractor's right to enter Railroad's right of way is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's right of way to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's right of way, employees, and operations.
3. The Contractor shall obtain a Right of Entry Permit from the Railroad prior to entering or constructing on property owned by the Railroad. The terms of the Right of Entry Permit will govern if there are any conflicts with these special provisions.
4. The Contractor must also comply with the MTS Permit Conditions and arrange to pay for all required fees.
5. Training costs will be included as part of the bid item(s) unit cost which require work in MTS right of way.

ADD:

7-5.4 Payment.

1. The Bid Item for “**MTS Allowance**” includes all permit fees, railroad insurance fees, MTS hourly flagging costs and all costs to obtain the subject permit.
 - i. The Contractor shall be responsible for filing the permit application with MTS (<https://www.sdmts.com/business-center/permits>) or their designated representative, pulling the permit prior to construction, and supplying any information required by MTS in the processing of the permit, including construction method and insurance information.
 - ii. The Contractor shall provide the City’s Resident Engineer with invoices of MTS costs associated with this permit, which shall not include any items otherwise included in a separate bid item.
 - iii. A bid allowance has been assumed for MTS permit fees and flagging costs. The Contractor will be reimbursed for the actual cost for which invoices paid to MTS are submitted and approved by the Engineer.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the “GREENBOOK”, ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.1 General. To the “WHITEBOOK”, ADD the following:

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
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.

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.

7-8.6 Water Pollution Control. To the “WHITEBOOK”, add the following:

6. This project shall comply with the City of San Diego Storm Water Standards dated October 1, 2018.

7-8.6.2.10 BMP Inspection, Maintenance, and Repair. To the “WHITEBOOK”, ADD the following:

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

7-8.6.3.7 Payment. To the “WHITEBOOK”, item 3, subsection “g”, DELETE in its entirety and SUBSTITUTE with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.

7-8.6.5 Hydrostatic Discharge Requirements. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

7-8.6.5 Drinking Water Discharges Requirements.

7-8.6.5.1 Discharges to Storm Drains.

1. All discharge related to the project of water used for testing and acceptance of new water mains to the storm drain shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES (Order) found at the State Boards website at the following location:
http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinking_water/final_statewide_wqo2014_0194_dwq.pdf
2. All monitoring, sampling, and reporting for compliance with the Order shall be completed by a QSP.
3. Best Management Practices (BMPs) shall be in place prior to the start of discharge. At a minimum, you shall:
 - i. Sweep the gutter and street in the flow path.
 - ii. Provide inlet protection at all inlets receiving discharge.
 - iii. Provide dechlorination.
 - iv. Implement sediment and erosion control measures such as diffusers, check dams, flow controls, etc.
 - v. You shall not allow discharges to flow across unimproved areas prior to it reaching the inlet.
4. Monitoring and Samples.
 - i. As required by the Order, you shall monitor, sample and report all discharges to the storm drain. You shall record the results for each discharge event on the City’s Drinking Water Discharge Monitoring form **included as an Appendix H**. Submit completed forms to the Engineer within 5 Working Days of the discharge event.

- ii. You shall notify the Regional Water Quality Control Board at (619) 521-3966 and Transportation and Storm Water Department at (619) 235-1000 prior to the start of any large volume discharge (greater than 1 acre-foot volume).
- iii. You shall notify The County of San Diego, Department of Environmental Health (DEH) at (858)495-5579 prior to the start of discharges 100,000 gallons or more within ¼ mile of the ocean or bay coastline.
- iv. Sampling and reporting requirements are outlined in the Order.
 - For superchlorinated discharges, at a minimum you shall sample chlorine, turbidity, and pH the first 10 minutes of discharge, between 50 to 60 minutes from the start of the discharge, and at the last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
 - For large volume discharges (or discharges greater than 1 acre-foot in total volume), at a minimum you shall sample chlorine and turbidity the first 10 minutes of discharge, between 50 to 60 minutes from the start of the discharge, and at the last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
 - For discharges that are not superchlorinated and are under 1 acre-foot in total volume, at a minimum you shall provide an estimate of the total volume of water discharged.
- v. Effluent limits for receiving waters are as follows:
 - Total chlorine field measurement of 0.1 mg/L.
 - Visual turbidity measurement of 20 turbidity units (NTUs) for surface waters and 225 NTU for ocean.
 - Total pH field measurement of 6.5 to 8.5.
- vi. Receiving Water Monitoring: if effluent limits are exceeded, the discharge shall be stopped immediately, BMPs shall be adjusted until discharge is no longer exceeding limits. The QSP shall monitor receiving waters for adverse effects to water quality. The QSP shall document where the discharge enters the receiving water with photographs. The QSP shall document if it is unsafe to access or if unable to determine the location of where the discharge enters receiving waters. If any adverse effect to water quality is observed, the Resident Engineer and Regional Water Quality Control Board shall be notified immediately.

5. Areas of Special Biological Significance (ASBS).
 - i. Non-storm water discharges including drinking water discharges to Areas of Special Biological Significance (ASBS) are prohibited. These are ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas. Non-storm water discharges shall be located outside of the designated areas to ensure maintenance of natural water quality conditions in these areas.
 - ii. A map showing ASBS locations can be found in the Storm Water Standards Manual Part 2 Appendix A. The areas in the San Diego Region include: La Jolla (ASBS #29), Scripps (ASBS #31), and La Jolla Shores watershed boundaries.

7-8.6.5.1.2 Discharges to Sewer Systems.

1. If prior approval is obtained to discharge to the sewer system, you shall discharge the water used for testing and acceptance of new water mains to the sewer system in accordance with the Contract Documents as shown on the Bach discharge exhibit in **Appendix P**. You shall submit to the Engineer a "Request for Batch Discharge Authorization to Discharge Potable Pipe Flushing Water to Sewer" form.
 - a) The request form is found on the City website at the following location:
https://www.sandiego.gov/sites/default/files/pipe_flush_batch_disch_0.pdf
 - b) When discharging to the sewer system has been approved, you shall use a totalizer flow meter to record the total volume discharged to sewer and shall submit to the Engineer a log of actual discharged water quantities, dates, and locations. Failure to report this information to the Engineer is a violation of the authorization for discharge to the sanitary sewer. Within 5 Working Days of the discharge, the Resident Engineer shall receive and report actual total flows to the sanitary sewer to the Public Utilities Department (PUD), Industrial Wastewater Control Program (IWCP).
 - c) If the discharge to the sewer system is not approved, you shall discharge the water used for the testing of new mains to surface waters, storm drain inlets, or to other approved sources and shall comply with 7-8.6.5, "Drinking Water Discharge Requirements".

7-8.6.5.1.3 Payment.

1. The payment for complying with the requirements of drinking water systems discharge to storm drains shall be included in the Bid item for "Drinking Water Discharge Monitoring by QSP".

2. The payment for complying with the discharge requirements for discharges to sewer systems shall be included in the Bid item for the new water main.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. To the "WHITEBOOK", ADD the following:

5. Payment for "**Remove and Relocate Bus Stop Bench**", where required, will be made at the contract unit price per each.
 - a) Coordinate with MTS for **Remove and Relocate Bus Stop Bench**. Location shall be determined and approved by MTS prior to work being performed.
6. Payment for RRFB relocation shall be included in the Contract unit price bid for "**Remove and Relocate RRFB**" and shall include removal of the existing foundation and placement of a new foundation. No other payments shall be made therefor.
 - a) The existing Rectangular Rapid Flash Beacon (RRFB) sign post, sign panel, solar power panel, and power equipment shall be relocated as shown on the plans. Concrete for new RRFB foundation shall be in accordance with Table 201-1.1.2, Miscellaneous, Street Light and Traffic Signal Foundations. The existing foundation shall be removed to a minimum of one-foot below finished grade.

ADD:

7-10.1 Working Restriction. The project is subject to work restrictions for work performed in close proximity to Horton Elementary School. The contractor shall not perform work on Guymon Street when the school is in session. The 2020 school breaks are listed below:

1. Presidents Day, February 14, 2020 and February 17, 2020
2. Spring Break, March 30, 2020 to April 3, 2020
3. Summer Break, June 10, 2020 to August 30, 2020
4. Thanksgiving Break, November 23, 2020 to November 27, 2020
5. Winter Break, December 21, 2020 to January 1, 2021

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004. The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

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

6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

7-21.6 Special Project Conditions. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2 Partial and Final Payment. To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

9-3.7 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 9-3.7
FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

9-3.7 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 203 – BITUMINOUS MATERIALS

203-3.4.4 Rubber Polymer Modified Slurry (RPMS). To the "WHITEBOOK", DELETE in its entirety.

203-3.4.4.1 General. To the "WHITEBOOK", DELETE in its entirety.

ADD:

203-3.4.4.1 General. To the "GREENBOOK", paragraph (2), ADD the following:

- e) Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

ADD:

203-5.6 Rubber Polymer Modified Slurry (RPMS).

203-5.6.1 General.

1. Rubber polymer modified slurry (RPMS) is a crumb rubber asphalt slurry-seal surface treatment. RPMS shall be a stable mixture of asphaltic emulsion, mineral aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black, and water. The materials for RPMS shall conform to 203-5.4, "Emulsion-Aggregate Slurry (EAS)" and these specifications.

Mixing and spreading of RPMS shall be as described in 302-4.12, "Rubber Polymer Modified Slurry (RPMS)".

2. RPMS shall be used for this Contract.

203-5.6.2 Materials.

1. The ingredients of RPMS immediately prior to the mixing shall conform to the following:

- a) Asphaltic emulsion shall be a quick-set type and shall conform to the requirements of CQS-1h and to the following requirements in accordance with the specified test methods:

Quality Tests for Emulsion	Test	Requirements
AASHTO T59	Residue after Distillation	60% min.
ASTM D244		
Quality Tests for Residue	Test	Requirements
AASHTO T49	Penetration at 77° F (25° C)	40% - 90%
ASTM D2397		

- b) Quick setting Type CQS-1h Asphaltic Emulsion shall test positive for Particle Charge when tested in accordance with the applicable ASTM test designation. If the Particle Charge Test result is inconclusive, the asphaltic emulsion shall meet a pH requirement of 6.7 maximum.
- c) Water shall be potable and of such quality that the asphalt will not separate from the emulsion before the application of slurry seal.
- d) If necessary for workability, a set-control agent that will not adversely affect the RPMS material may be added.
- e) Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of 2% by weight of the asphaltic emulsion.
- f) Crumb Rubber.
 - i. Crumb rubber shall be ambient granulated or ground from whole passenger tires, truck tires, or a combination only in conformance with the requirements indicated in Tables 203-5.6.2 (A), 203-5.6.2 (B), and 203-5.6.2 (C).
 - ii. Un-curing or de-vulcanized rubber shall not be acceptable. Rubber tire buffing from either recapping or manufacturing processes may not be used as a supplement to the crumb rubber mixture.
 - iii. In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used.

- iv. The crumb rubber shall not be elongated or hair-like in shape and individual particles shall not be greater than 1/20 of an inch in length.
- v. The crumb rubber shall be free of contaminants including fiber, metal, and mineral matter within the following tolerances: the fiber content shall be less than 0.30% by weight and the crumb rubber shall be free of metal particles. Metal imbedded in rubber particles shall not be allowed. The amount of mineral contaminants allowed shall not exceed 0.10% by weight.
- vi. The crumb rubber shall be dry with a moisture content of less than 0.75%.

TABLE 203-5.6.2 (A)

CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION

Property	Specification Limits
Specific Gravity	1.15 ± .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

TABLE 203-5.6.2 (B)

CRUMB RUBBER GRADATION REQUIREMENTS

Sieve Size	Percent Passing
No. 30	100
No. 40	90 – 100
No. 50	75 – 85
No. 100	25 – 35
No. 200	0 – 10

TABLE 203-5.6.2 (C)

TESTING METHODS FOR CRUMB RUBBER ANALYSIS

Property	Test Method
Specific Gravity	ASTM D1817
Carbon Black	ASTM D297

Property	Test Method
Ash	ASTM D297
Chloroform Extract	ASTM D297
Natural/Synthetic Rubber	ASTM D297
Sieve Analysis	ASTM C136

- vii. Carbon black solution shall be non-ionic in charge and liquid in form. The carbon black shall be compatible with the emulsion system, polymers, and additives being used and shall conform to the requirements indicated in 203-5.6.2 (D) and ASTM D1511.

TABLE 203-5.6.2 (D)

Specification	Tolerances
Total Solids	40 – 44
% Black by Weight	35 – 37
Type Black	Medium Furnace Color
Type Dispersing	Non-ionic

- viii. Additives may be used to accelerate or retard the break-set of the RPMS. The use of additives shall be in quantities specified in the mix design.
- ix. Mineral filler such as Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design and may be used to facilitate set times as needed. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.
- x. The mineral aggregate used shall be the type and grade specified for the particular Type of RPMS. The aggregate shall be manufactured crushed stone such as granite, slang, limestone, chat, other high quality aggregate, or a combination thereof. Aggregate shall consist of rock dust except that 100% of any aggregate of combination of aggregates larger than the No. 50 sieve size used in the mix shall be obtained by crushing rock. The material shall be free from vegetable matter and other deleterious substances. The aggregate shall be free of caked lumps and oversized particles. The aggregate shall also conform to the following requirements in Table 203-5.6.2 (E).

TABLE 203-5.6.2 (E)

Test	California Test	Requirements
Sand Equivalent	217	45 min.
Durability Index	229	55 min.

- xi. Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

203-5.6.3 Composition and Grading.

1. The percentage composition by weight of the aggregate shall conform to the requirements indicated in the tables below when determined by California Test 202 and modified by California Test 105 when there is a difference in specific gravity of 0.20 or more between blends of different aggregates.

TABLE 203-5.6.3 (A)

TYPE I SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.4	100	± 5%
No.8	90 - 100	± 5%
No.16	65 - 90	± 5%
No.30	40 - 60	± 5%
No.50	25 - 42	± 4%
No.200	10 - 20	± 2%

TABLE 203-5.6.3 (B)

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	90 - 100	± 5%
No.8	65 - 90	± 5%
No.16	45 - 70	± 5%
No.30	30 - 50	± 5%
No.50	18 - 36	± 4%
No.100	10 - 24	± 3%
No.200	5 - 15	± 2%

TABLE 203-5.6.3 (C)

TYPE III SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	70 - 90	± 5%
No.8	45 - 70	± 5%
No.16	28 - 50	± 5%
No.30	19 - 34	± 5%
No.50	12 - 25	± 4%
No.100	7 - 18	± 3%
No.200	5 - 15	± 2%

2. The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, the percent passing each sieve shall not be more than the stockpile tolerance.
3. The aggregate shall be accepted at the Site or stockpile. The stockpile shall be accepted based on 5 gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the 5 tests is within the gradation tolerances, then the material will be accepted. If the test shows the material to be out, you may choose to remove the material or blend other aggregates with the stockpile material to bring it into compliance with these specifications. Materials used in blending shall meet the quality test before blending and shall be blended in a manner to produce a consistent gradation.
4. When the results of either the Aggregate Grading or the Sand Equivalent test do not conform to the requirements specified, the aggregate shall be removed. However, if requested in writing and approved by the Engineer, the aggregate may be used and you shall pay to the agency \$1.75 per ton for such aggregate left in place. No single aggregate grading or sand equivalent tests shall represent more than 300 tons or one day's production, whichever is smaller.

203-5.6.4 Mix Design.

1. Before Work begins, you shall submit laboratory reports of mix designs performed in accordance with the tests identified in Table 203-5.6.4 at your expense and shall utilize the specific materials to be used on the project. The design shall be prepared by a laboratory experienced in designing rubber

asphalt slurry-seal surface treatments. After the mix design is approved, no substitution shall be made unless approved by the Engineer. The proposed rubber asphalt slurry-seal surface treatment mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive, and rubber blend.

TABLE 203-5.6.4

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft ² maximum
ISSA TB-100 (Type I)	The Wet Track Abrasion	50 grams/ ft ² maximum
ISSA TB-100 (Type II)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

2. The Mixing Time test shall be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of the tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive (s) (usage), asphalt emulsion, and asphalt rubber blend based on the dry weight of the aggregate.
3. Component materials used in the mix design shall be representative of your proposed materials. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions.
4. The component materials shall be within the following limits:
 - a) Residual Asphalt Type I, 10% - 16% based on dry weight of aggregate.
 - b) Residual Asphalt Type II, 7.5% - 13.5% based on dry weight of aggregate.
 - c) Residual Asphalt Type III, 6.5% - 12% based on dry weight of aggregate.
 - d) The crumb rubber will be added to the rubberized slurry mix at a rate of 5% by volume to the asphalt cement.

- e) Polymer additive shall be added at 2% of finished emulsion.
- f) Carbon Black shall be added at 1.3% to 2% of the finished emulsion.
- g) Mineral filler shall be 0.5% - 2.0% (if required by mix design) based on dry weight of aggregate.
- h) Additives, as needed.
- i) Water, as needed to achieve proper mix consistency (total mix liquids shall not exceed the loose aggregate voids).

203-6.3.1 General. To the "WHITEBOOK", ADD the following:

- 3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

SECTION 209 – PRESSURE PIPE

209 PRESSURE PIPE. To the "WHITEBOOK", ADD the following:

- 2. 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.
- 3. Refer to AWWA C900-16 for all references to AWWA C905.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	

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

SECTION 300 – EARTHWORK

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

9. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accomplish the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal and disposal of all existing improvements (up to 36 inches in depth) including, but not limited to, soil, pavement (Asphalt Concrete, Cement Treated Base, Portland Cement Concrete, Unclassified Materials, Colored Concrete, Stamped Concrete), sidewalk, asphalt curbs, curb and gutter, retaining curbs fence and post removal and disposal where identified, handrail, abandoned utilities, foundation, street light foundations, miscellaneous concrete pieces, storm drain inlets and wings, concrete ditches, bollars, concrete wall, catch basin, headwalls, utility structures (pull Boxes, etc.), vegetation, irrigation, median landscaping, tree trimming, tree removal, and all other existing improvements that are shown on the plans for removal or are in conflict with the installation of work shown on the plans, directed by the Resident Engineer to be removed, or otherwise required to perform the work which are not designated as separate bid items or which are not included in other bid items.

300-1.4 **Payment.** To the "WHITEBOOK", item 1, ADD the following:

1. Payment for clearing and grubbing shall be made at the contract lump sum price for "**Clearing and Grubbing**" and shall include full compensation for all work within the Project Site. No other payments shall be made therefore.

2. Payment for preservation of property shall be included in the contract lump sum price for **“Clearing and Grubbing”**. No other payments shall be made therefore.

300-2.2.1 General. To the “GREENBOOK”, ADD the following:

1. Such direction may include, but is not limited to, directing the Contractor to blend, adjust moisture content of, rework, or place unsuitable soils at specific locations or elevations within the Project Site.

300-2.8 Measurement. To the “GREENBOOK”, DELETE the first and second paragraphs and add the following:

Removal and Re-compaction shall be paid as **“Excavate and Export (Unclassified)”** and no additional payment will be made.

If unsuitable material needs to be removed and disposed of and crushed aggregate base is imported to replace unsuitable material at the Engineer’s direction it shall be measured for payment by the cubic yard of material that is imported and used in place. The single calculation of cubic yards of material imported and used in place shall be used to pay for the removal, disposal and replacement of unsuitable material and for the placement of geotextile fabric (if required) and there shall be no other costs to the City.

Use of material from other excavations on the job site to replace unsuitable material shall be done at the Contractor’s expense and there shall be no cost to the City.

300-2.9 Payment. To the “GREENBOOK”, ADD the following:

2. Payment for **“Excavate and Export (Unclassified)”** shall include full compensation for all costs necessary for the removal of all material to subgrade or placement of excess materials to subgrade in order to construct improvements per plans. This includes required compaction, storage, stockpiling, transportation within the project site, loading, removal and disposal of excess material and no payment shall be made therefore.

301-1.7 Payment. To the “WHITEBOOK”, ADD the following:

7. Payment for adjusting curb inlet, water valve, storm drain cleanouts, and sewer cleanouts to grade shall be made at the Contract unit price for each curb inlet, water valve, storm drain cleanouts, and sewer cleanouts and no other payment shall be made.

SECTION 302 – ROADWAY SURFACING

302-3 **PREPARATORY REPAIR WORK.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, “General”.

302-1.12 **Payment.** To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Cold Milling Asphalt Concrete Pavement and all work included in and incidental to Section 302-1 shall be considered included in the bid items “**Asphalt Concrete**” and no additional payment will be made therefor.

302-4.1 **General.** To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Type II RPMS shall be applied to all streets unless otherwise specified in the Contract Documents or as directed by the Engineer.
2. Due to construction conflicts or community needs that may arise, the City reserves the right to add, delete, or substitute similar road segments to those listed in the contract documents. The City reserves the right to select exact locations to be substituted. If substantial changes to the contract Bid quantities occur, this may allow individual Bid prices to be renegotiated in accordance with 3-2, “CHANGES INITIATED BY THE AGENCY”.
3. The work shall consist of preparation, mixing asphaltic emulsion, aggregate, accelerator and water, and spreading the mixture on the pavement where shown on the plans and conforming to section 203-5. Type II slurry shall be applied at a rate yielding a minimum coverage of 1,000 square feet per extra-long ton and a maximum coverage of 1,200 square feet per extra-long ton.
4. After application, slurry shall be rubber tire rolled in all areas. The work to be done consists of furnishing all plant, labor, materials, tools, equipment and services necessary for the application of slurry.
5. Slurry seal shall be placed only when the ambient temperature is above 50 degrees and rising. No slurry will be placed during inclement weather or the threat thereof. Contractor will bear the responsibility of what may arise due to non-cancellation.

6. Slurry shall not be applied over any manhole, valve, survey monument, or miscellaneous frames and covers. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.
7. Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, and sufficient laborers for any handwork and cleanup.
8. Prior to commencement of work, Contractor shall perform test sections for review and approval by the Engineer. The area of the test sections shall be at least 5,000 square feet. The section locations shall be in the area of the work, to be specified prior to construction. In no case will the Contractor begin operations until the test sections have adequately cured and he has received written approval by the Engineer. The approved mix design and test section shall be considered the standard for the operation. No slurry seal shall be placed on a wet street or crossing without the Engineer's consent. Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh slurry only with the permission of the Engineer.
9. All slurried streets shall be fully swept 5 to 8 days after slurry is complete with residual material removed to a legal disposal site.
10. The cost of cleanup and/or damage caused by vehicles tracking through the slurry seal will be born solely by the Contractor.
11. Rolling shall be performed with two complete coverages by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi. Rolling shall be performed after slurry and as soon as it sets up enough to support the roller and not pick up on the tires.
12. Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient number of compliant rubber tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

302-4.5

Scheduling, Public Convenience and Traffic Control. To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

ADD:

302-4.12.2.1.1 Sequential Slurry Treatment.

1. When slurry treatment is required by the Contract Documents, notify the Engineer at least 10 Working Days prior to the first application of slurry. The Engineer, upon assessment of street condition and classification, will verify the slurry type to be applied.
2. Application of sequential layers of slurry shall not commence until approved by the Engineer and until the following have been completed:
 - a) Mix design and wet track abrasion testing for the first-step slurry application has been approved by the Engineer. Unless otherwise directed by the Engineer, this testing may require 4 Working Days from field sampling to reporting of test results to the Engineer.
 - b) Corrective actions have been executed in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer.

302-4.12.4 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.

302-5.6.1 General. To the "GREENBOOK", ADD the following:

1. Unless directed otherwise by the Engineer, the initial breakdown rolling shall be followed by a pneumatic-tired roller as described in this section.

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

To the "WHITEBOOK", ADD the following:

3. Payment for tack coat shall be included in the unit price bid for "**Asphalt Concrete**" for which tack coat is required and no additional payment shall be allowed therefore.

302-6.8 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for "**Bus Stop Pad**" shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, concrete, test panels, subgrade preparation, finishing, curing, incidentals, and for doing all work involved in providing the bus stop pad, and shall include full compensation for replacement of Traffic signal loops as shown on the Plans, as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.

302-7.4 Payment. To the "WHITEBOOK", item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.11 Payment. To the "GREENBOOK", ADD the following:

1. Payment for "**Rip Rap Energy Dissipater**" shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for furnishing and installing ¼" ton rock, PMB, and filter blanket, for all labor, materials, tools, equipment, incidentals, and for doing all work involved in providing the Rip Rap Energy Dissipater as shown on the Plans, as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.
2. Payment for "**Slope Paving (Per Plan Sheet 37-D)**" shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for furnishing and installing 520-C-2500 PCC, Steel Reinforcement, dowels, and for all labor, materials, tools, equipment, incidentals, and for doing all work involved in providing the *Slope Paving* as shown on the Plans, as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

7. Construction of sidewalks that are adjacent to curb shall be doweled into adjacent curb and reinforced with number 3 rebar spaced at 24 inches on center. The upper 6" of subgrade shall be moisture conditioned to at least 3% above optimum moisture content and compacted to 90 percent relative compaction based on ASTM D1557 prior to concrete placement.
8. Construction of widening of sidewalk per improvement plans that are adjacent to existing sidewalk shall be doweled into adjacent sidewalk and reinforced with number 3 rebar spaced at 24 inches on center. The upper 12" of subgrade shall be moisture conditioned to at least 3% above optimum moisture content and compacted to 90 percent relative compaction based on ASTM D1557 prior to concrete placement.

303-5.9 Measurement and Payment. To the "WHITEBOOK", item 3, DELETE and SUBSTITUTE with the following:

3. Payment for **Remove and Replace Existing Sidewalk** shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, concrete, test panels, subgrade preparation, finishing, curing, incidentals, and for doing all work involved in providing the concrete sidewalk, modified monolithic sidewalk, concrete sidewalk with medium sandblast finish for bike path, removal of existing walk, and doweled into existing walk, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

To the "WHITEBOOK", ADD the following:

7. 6-Inch Thickened Curb and Gutter will be measured by the linear foot of curb and gutter installed inclusive of curb cuts.

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

8. Bike ramps shall be constructed as shown on the Plans.

303-5.10.2 Payment. To the "WHITEBOOK", ADD the following:

4. Payment for Bike Ramp Modified (Per Plan Sheet 37-D) shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, concrete, test panels, subgrade preparation, demolition and disposal, forming, finishing, curing, incidentals, and for doing all work involved in providing the bicycle ramp, transition areas, landings, relocating or raising items in conflict to grade, protecting and preserving survey monuments and improvements, and restoring pavement.

- 303-6.1.1 Stamped Concrete Pavement.** To the "WHITEBOOK", ADD the following:
1. Median Integral Color and Median Maintenance Access Integral Color shall be colored, stamped concrete using the bomanite process or equal. The color shall be San Diego Buff 5237 per Davis Colors or Approved Equal, or as specified in Plans, with a 4" x 4" stamped square to vehicular path of travel. Provide expansion felt against back of curb and joints every 25 linear feet of paving.
- 303-6.4 Curing.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
1. Curing materials for colored stamped concrete, See 303-7.4.
- 303-6.5 Measurement and Payment.** To the "WHITEBOOK", ADD the following:
3. Payment for Colored Stamped Concrete Raised Median shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, concrete, test panels, subgrade preparation, finishing, curing, incidentals, and for doing all work involved in providing the Colored Stamped Concrete Raised Median, adding integral color to each cubic yard of concrete and sand fill (min. height=2") as shown on the Plans, Standard Drawings, as specified in these Special Provisions, and as directed by the Engineer.
 4. Payment for Colored Stamped Concrete Maintenance Access shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, concrete, test panels, subgrade preparation, finishing, curing, incidentals, and for doing all work involved in providing the Colored Stamped Concrete Maintenance Access Strip as shown on the Plans, Standard Drawings, as specified in these Special Provisions, and as directed by the Engineer
- 303-7.1 General.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
1. Coloring for stamped concrete shall be Method B (Integral Color). Contractor shall provide the City with a sample board to be approved by the Resident Engineer before purchasing the color. All proposed median paving shall be colored, stamped concrete using the bomanite process or equal. The color shall be San Diego Buff 5237 per Davis Colors or Approved Equal, or as specified in Plans, with a 4" x 4" stamped square to vehicular path of travel. Provide expansion felt against back of curb and joints every 25 linear feet of paving.
- 303-7.4 Curing.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
2. Curing material for the colored stamped concrete shall conform to ASTM C 309 and be specifically intended for use on dry shake surface colored concrete. The curing material shall be clear and shall also perform as a

surface sealer that provides resistance to abrasion, staining, chemicals, weather, and ultraviolet light. The curing material for colored and stamped concrete shall be SCOFIELD Curseal- W as manufactured by L.M. Schofield Company (6533 Bandini Blvd., Los Angeles, CA, 90040; Inquires (800) 800-9900; Phone: (323) 720-3000; Fax; (323) 720-3030; www.scofield.com) or approved equal.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-3.4 Measurement and Payment. To the “GREENBOOK”, ADD the following:

1. Payment for **Remove and Install Salvaged Chain Link Fence and Remove and Install Salvaged Chain Link Double Gate** shall be made at the contract unit price for each fence in linear feet and each double gate and shall include full compensation for labor, materials, tools, equipment, finishing, incidentals, hardware and for doing all work involved in the relocation and installation of a fence, posts, gates, and foundation, and no payment shall be made therefor.

304-5 PAYMENT. To the “WHITEBOOK”, REVISE section “304-5” to “304-6”.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-3.3.3 Payment. To the “WHITEBOOK”, ADD the following:

9. The payment for removing, plugging, and abandoning existing storm drain facilities and appurtenances within the proposed trench limits shall be included in the Bid items for the new storm drain facility Work.
10. The payment for storm drain pipes to be filled and abandoned outside of the trench limits shall be included in the Bid item for “**Abandon and Fill Existing Storm Drain Outside of the Trench Limit**”.

ADD:

306-3.3.5 Abandonment of Storm Drain Facilities.

1. You shall plug existing storm drain mains to be abandoned at downstream locations identified on the Plans and as approved by the Resident Engineer.
2. Storm drains to be abandoned in place shall be completely filled with CLSM in accordance with 201-6, “CONTROLLED LOW STRENGTH MATERIAL (CLSM)”. Plug both ends of each pipe segment with concrete plugs. You shall demonstrate to the Resident Engineer that conduits being abandoned are completely filled as evidenced by the filler material flowing through ventilation holes and through the ends of pipe segments. You shall submit the method of abandonment, the materials to be used, and the locations and sizes of the ventilation holes to the Engineer.

3. You shall notify the Transportation and Storm Water Division 48 hours in advance of abandonment to obtain the delivery location for salvaged manhole lids and frames.
4. Any existing storm drain cleanouts and inlets accessing a main to be abandoned shall also be abandoned. Cleanouts and risers to be abandoned shall be cut and plugged at least 3 feet (0.9 m) below finish grade or below the top of curb, whichever is lower.
 - a) In non-paved areas, the remaining voids shall be filled with suitable material compacted to a relative compaction of 90% and then concrete plugged.
 - b) For paved areas, the remaining voids shall be filled with CLSM and shall be concrete plugged. Pavement shall be restored.
 - c) You shall reconstruct concrete sidewalk, curb, and gutter to match existing.

306-3.3 Removal and Abandonment of Existing Conduits and Structures. To the "GREENBOOK", ADD the following:

1. For 16 inch (406.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, "Controlled Low Strength Material (CLSM)".

306-3.3.4.1 Non-Friable Asbestos Cement Pipe (ACP). To the "WHITEBOOK", item 2, subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i) A minimum of 5 Working Days prior to the transportation of the ACP disposal bins or friable asbestos waste, you shall provide notice to and assist the Resident Engineer in completing the Inspection Work Request Form for the Asbestos, Lead, and Mold Program. The form is located below:

<https://forms.sandiego.gov/f/g2064>

306-6.5.1 General. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.
 - ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.

- iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.
- b) When jetting, care shall be exercised to avoid floating of the pipe.
- 2. PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or 1/2 inch nominal size as shown in Table 200-1.2.1 (A).
- 3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, ADD the following:

- a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.

ADD:

306-15.1 General. To the "GREENBOOK", paragraph (1), sub-item "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) the excavations of the trench and disposal of excess excavation;

To the "GREENBOOK", paragraph (1), ADD the following:

- 1. trench shoring and plans, excluding engineered shoring and engineered shoring plans.
- 2. replacement of loop detectors and wiring damaged during trenching operations.

To the "GREENBOOK", paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

No separate or additional payment shall be made for additional bedding or a higher strength of pipe necessitated by you exceeding the maximum trench width, unless a bid item has been provided.

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

5. City Forces shall be responsible for fire service connection to water line. Contractor shall coordinate with the City Forces for the connection of Fire Service and shall furnish all the necessary materials and complete the work required for the City Forces' connection of Fire Service to Main Line. You shall provide the Engineer a schedule to perform the work at least 20 Working Days prior to work required by the City Forces. Payment for **"Fire Service Connection (6 inch)"** shall include full compensation for all material, tools, equipment, work, and fees required by City Forces from the Contractor to perform the Fire Service Connection (wet tap) and no additional compensation will be allowed.
6. Payment for **"Relocate 6" Fire Hydrant, Install and Connect New Fire Service, and Install 6" Valve per SDW-104"** shall be included in the Bid Item for **"Fire Hydrant Assembly and Marker"** and **"Fire Service Connection"** and shall include full compensation for all material, tools, equipment and incidentals required for the relocation of the Fire Hydrant as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.
7. Payment for **"Relocate 6" Fire Hydrant and install new Fire Service to New Curb Location Per SDW 104"** shall be included in the Bid Item for **"Relocate 6" Fire Hydrant and install new Fire Service to New Curb Location Per SDW 104"**, and shall include full compensation for all material, tools, equipment and incidentals required for all items required to complete the relocation of fire hydrant, removal of existing thrust block, installation of new 6" pvc service and required fittings, connection to existing service, installation of new thrust block, trench restoration, and all items required by SDW-104, as shown on the Plans, as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.

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

9. Payment for **"Furnish and Install New Water Meter Box per SDW-113"** shall be included in the Bid Item for **"Meter Box"**.
10. Payment for **"Relocate Backflow Preventer"** shall be included with the Bid Item for **"Water Service"** connecting to the Backflow Preventer and shall include full compensation for all materials, tools, equipment and incidentals

required for the relocation of the backflow preventer, connection to the water line meter, and connection to the existing service, as shown on the Plans, as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.

11. Payment for **“Relocate Water Meter and Extend Water Services”** shall be included in the Bid Item for **“Water Service”** under the corresponding service diameter.

306-15.11 Green Infrastructure. To the “WHITEBOOK”, ADD the following:

4. The payment for overflow riser shall be included in the Bid Item for **“Overflow Riser”** and shall be considered full compensation for all materials, labor, tools, equipment and incidentals as shown on the Plans, as specified in these Special Provisions, the Whitebook, the Greenbook, as directed by the Engineer, and no additional compensation will be allowed.

306-17.2 Payment. To the “WHITEBOOK”, items 1 through 3, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for constructing each new sewer lateral and cleanout and for connecting to the main shall be included in the Bid item for “Sewer Lateral and Cleanout” and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.
 - a) The payment for the plugging, monitoring, and testing of the new sewer main shall be included in the Bid item for the new sewer main.
2. The payment for sewer lateral cleanouts, including the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer, shall be included in the Bid item for “Sewer Lateral and Cleanout” unless a bid item has been provided for each “Sewer Lateral Cleanout”.
3. The payment for each cleanout at the end of the sewer main shall be included in the Bid item for “Sewer Main Cleanout” and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.

SECTION 307 – JACKING AND TUNNELING

307-1.7 Payment. ADD the following:

2. The payment for jacking operations shall include the casing and the carrier pipes and shall be included in the Bid item for “Water Main by Jacking Operation with Steel Casing (16 Inch, 30 inch casing)”.
3. Dewatering for jacking operations shall be included in the Bid item for “Water Main by Jacking Operation with Steel Casing (16 Inch, 30 inch casing)”

4. Locating utility crossings and protecting all utilities in place, excavation of pits, temporary shoring, pit backfill, surface restoration, and all other work complete in place to the satisfaction of the City shall be included in the Bid item for "Water Main by Jacking Operation with Steel Casing (16 Inch, 30 inch casing)".
5. All coordination with MTS including permits, fees and inspections shall be paid in accordance with 7-5.4, "Payment".

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1

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

1. Installation of all striping, and pavement markers shall be the responsibility of the Contractor and shall conform to the most recent edition of the following standard plans and specifications:
 - a) California Manual on Uniform Traffic Control Devices (MUTCD)
 - b) State of California Department of Transportation (Caltrans) Standard Plans
 - c) State of California Department of Transportation (Caltrans) Standard Specifications
2. The final location of all striping, pavement markings and pavement markers are subject to the approval of the City Engineer prior to installation and/or removal.
3. Contractor shall submit product manual and specifications for paint materials at the pre-construction meeting for approval by the City Engineer.
4. Contractor shall clearly "mark-out" the locations of all new striping and pavement markings prior to installation. The Contractor shall notify the City Engineer or his representative a minimum of 1 week in advance to schedule an inspection of the "mark-outs".
5. Surfaces which are to receive new striping, pavement markings, and pavement markers shall be thoroughly cleaned of all dirt and loose materials prior to installation.
6. All limit lines/stop bars, crosswalk lines, and lines 8 inches or greater in width shall be thermoplastic, unless otherwise specified.
7. All traffic stripes 6 inches or less in width shall be installed with two coats of paint. The first coat of paint shall be dry before application of the second coat per the latest standard specifications.
8. For all roadway centerlines requiring double yellow traffic striping, the Contractor shall concurrently paint a 3-inch wide black stripe between the two 4-inch wide yellow stripes.

9. All limit lines/stop bars shall be located at the prolongation of the center delta of the curb return or behind the pedestrian access ramp, unless otherwise specified. If a striped crosswalk exists, the limit line/stop bar shall be located 4 feet in advance of the crosswalk.
10. All striping shall begin and terminate at quarter delta of the curb, or back of the limit line/stop bar, unless otherwise specified.
11. "STOP" pavement markings shall be installed 8 feet in advance of the limit line/stop bar, consistent with the latest edition of the California MUTCD.
12. All "Sharrow" pavement markers shall be per Caltrans Standard Plans.
13. Contractor shall install blue retroreflective raised pavement markers to designate the location of all fire hydrants, consistent with the latest edition of the California MUTCD.
14. Standard striping and pavement marker details, and dimensions/spacing for pavement markings shall conform to the latest editions of the Caltrans Standard Plans and California MUTCD.
15. Application of traffic stripes, pavement markings and pavement markers shall conform to the latest edition of the Caltrans Standard Specifications.
16. All raised median noses shall be painted yellow.
17. Contractor is responsible for repainting all curb markings within the project limits.
18. Contractor shall notify the City Engineer or his representative a minimum of 1 week prior to completion of all striping work to schedule a final inspection.

314-2.1 General. To the "GREENBOOK", ADD the following:

1. Contractor shall remove the pavement paint stripes, markings and thermoplastic in a way that does not damage the underlying asphalt greater than 1/16" in depth that are not to overlaid. Special care shall be taken on existing rubberized asphalt and the Contractor shall employ a waterblasting technology method (see waterblastingtechnologies.com for example) to remove the cross walks that does not damage the underlying rubberized asphalt.

314-4.2.1 General. To the "GREENBOOK", ADD the following:

1. The Contractor shall be fully responsible for any and all layout work. The Contractor shall establish all traffic striping between control points by string-line or other methods to provide striping that shall not vary more than one-half inch in fifty feet from specified alignment. Contractor shall ensure the new striping, thermoplastic markings, and curb markings are directly over the old markings. The layout shall be approved by the Engineer prior to painting and marking.

314-4.3.1 General. To the "GREENBOOK", ADD the following:

- f) Crosswalk lines, limit lines, and pavement legends shall be thermoplastic in accordance with these specifications.

314-4.3.7 Payment. To the "GREENBOOK", DELETE in its entirety and ADD the following:

1. The Contract Lump Sum bid price for "**Traffic Striping, Curb, and Pavement Marking**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes and bike lane striping, curb and pavement markings, and the removal of all existing stripes and markings in conflict with the proposed plan or otherwise called out for removal, repainting, temporary striping, completed in place in accordance with Plans, Standard Specifications and these Special Provisions, and as directed by the Engineer.

314-4.4.6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Painting traffic stripes, pavement markings, reflectors, raised reflective pavement markings including curb markings, curb painting, thermoplastic arrows, thermoplastic continental cross walks, arrows and the removal of all existing stripes and markings in conflict with the proposed striping Plan, if needed, or otherwise called out for removal and temporary striping, complete in place in accordance with the Plans, the Standard Specifications, and these Special Provisions, and as directed by the Engineer shall be included in the Contract lump sum price for **Thermoplastic Traffic Striping**.

ADD:

SECTION 318 – BIOFILTRATION MEDIAN

318-1 BIOFILTRATION MEDIAN. The Biofiltration median shall be constructed in conformity with the Plans, the Standard Specifications, and these Special Provisions.

1. **Biofiltration Soil.** Biofiltration Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. To reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

Bioengineered soil for biofiltration areas shall meet the requirements of the City of San Diego Stormwater Standards Appendix F.

2. **ASTM No. 57.** Washed aggregate fill shall conform to ASTM 57 and section 200 of the Greenbook
3. **Sand for Biofiltration Soil Media.** The sand shall conform to ASTM C33 “fine aggregate concrete sand” requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table F.4-1. The sand shall be thoroughly washed to remove fines, dust and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.

Table F.4-1 Sand Gradation Limits

Sieve Size (ASTM D422)	Percent Passing (by weight)	
	Minimum	Maximum
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu=D60/D10) equal to or greater than 4.

4. **Compost.** Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:
 - a) Organic Material Content shall be 35% to 75% by dry weight.
 - b) Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
 - c) Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
 - d) pH shall be between 6.0 and 7.5.
 - e) Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
 - f) Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council).

- g) Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO₂-C per g compost organic matter (OM) per day or less than 5 mg CO₂-C per g compost carbon per day, whichever unit is reported. (Method TMECC 5.08-B, USDA and U.S. Composting Council). Alternatively, a Solvita rating of 6 or higher is acceptable.
- h) Moisture shall be 25%-55% wet weight basis.
- i) Select Pathogens shall pass U.S. EPA Class A standard, 40 CFR Section 503.13, Table 1 and 3.
- j) Shall be within gradation limits in Table F.4-2 (ASTM D422 sieve analysis or approved equivalent).

5. **Compost Gradation Limits**

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
16 mm (3/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

6. **6" Raised Curb and extended curb monolithically with side walls.** Furnish and install Concrete Liner for Biofiltration in accordance with the provisions of SECTION 201 – Concrete, Mortar and Related Materials and the details shown on the Plans: Reinforced Concrete Liner and Curb Cuts. Work shall conform to the lines, elevations, and grades as shown on the plans.

7. **Measurement and Payment.**

Measurement for the various items of work under Biofiltration BMP with 8" Perforated Pipe shall be measured in accordance with the units indicated in the bid schedule, as specified in these Special Provisions and per the Greenbook Standards, and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, first-year maintenance activities, and incidentals for doing all the work involved in constructing and installing the following Bid items: **18 Inch Biofiltration Soil, Mulch for Biofiltration, ASTM 57 3/4" Crushed Stone, Concrete Liner for Biofiltration.** These Bid items shall include trenching, trench shoring, bedding, backfill, geotextile fabric, impermeable membrane, perforated pipe and disposal of excavate materials, necessary to complete the Biofiltration BMP installation and no additional compensation will be allowed therefor.

ADD:

SECTION 319 – FILTERRA TREATMENT SYSTEM

319-1 GENERAL. All internal components including engineered biofiltration media, underdrain stone, PVC underdrain piping, mulch, dissipation stone, and vegetation

must be included as part of the bioretention system and shall be provided by Contech Engineered Solutions LLC or approved equal.

1. **Materials.**

- a) Engineered biofiltration media shall consist of both organic and inorganic components. Stormwater shall be directed to flow vertically through the media profile, saturating the full media profile without downstream flow control.
- b) Underdrain stone shall be of size and shape to provide adequate bridging between the media and stone for the prevention of migration of fine particles. Underdrain stone must also be able to convey the design flow rate of the system without restriction and be approved for use in the Filterra Bioretention System by Contech Engineered Solutions LLC.
- c) PVC Underdrain Piping shall be SDR35 with perforation pattern designed to convey system design flow rate without restriction.
- d) Mulch shall be double shredded wood or bark mulch approved for use with the Filterra Bioretention System by Contech Engineered Solutions LLC.
- e) Vegetation shall comply with the type and size required by the approved drawings and shall be alive and free of obvious signs of disease.
- f) Dissipation stone shall be 3"-6" diameter washed stones or cobbles.
- g) Precast concrete vault shall be provided by Manufacturer or authorized supplier according to ASTM C857 and C858.
- h) Vault joint sealant shall be Conseal CS-101 or approved equal. Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
- i) If interior concrete baffle walls are provided, baffle walls shall be cast-in or sealed to the interior vault walls and floor with a polyurethane construction sealant rated for use below the waterline, SikaFlex 1a or equal. Contractor to provide sealant material and installation unless completed prior to shipment.
- j) Tree grates and access covers shall be cast iron. Tree grate frames shall be galvanized steel.
- k) Curb Nosing (where applicable) shall be galvanized steel and where specified shall be cast into a top slab designed to support AASHTO HS-20 loading at the curb.

- l) Crushed rock base material shall be six-inch minimum layer of ¾-inch minus rock. Compact undisturbed sub-grade materials to 95% of maximum density at +/-2% of optimum moisture content. Unsuitable material below sub-grade shall be replaced to engineer's approval.
- m) Concrete shall have an unconfined compressive strength at 28 days of at least 3000 psi, with ¾-inch round rock, a 4-inch slump maximum, and shall be placed within 90 minutes of initial mixing.
- n) Silicone Sealant shall be pure RTV silicone conforming to Federal Specification Number TT S001543A or TT S00230C or Engineer approved.
- o) Grout shall be non-shrink grout meeting the requirements of Corps of Engineers CRD-C588. Specimens molded, cured and tested in accordance with ASTM C-109 shall have minimum compressive strength of 6,200 psi. Grout shall not exhibit visible bleeding.
- p) Backfill material shall be ¾-inch minus crushed rock or approved equal.
- q) All contractor-provided components shall meet the requirements of this section, the plans specifications and contract documents. In the case of conflict, the more stringent specification shall apply.

2. **Performance.** Treatment Capabilities shall be as indicated below:

- a) Filterra (11'x7') Water Quality Flow Rate: 0.18 cfs
- b) Filterra (12'x4') Water Quality Flow Rate: 0.11 cfs
- c) Filterra (12'x4') Water Quality Flow Rate: 0.11 cfs
- d) Filterra (14'x8') Water Quality Flow Rate: 0.25 cfs

3. **Execution.**

- a) Set precast vault on crushed rock base material that has been placed in maximum 6-inch lifts, loose thickness, and compacted to at least 95-percent of the maximum dry density as determined by the standard Proctor compaction test, ASTM D698, at moisture content of +/- 2% of optimum water content.
- b) Inlet and outlet pipes shall be attached to provided couplers or grouted in and connected to precast concrete vault according to Engineer's requirements and specifications. All connections to be water tight.
- c) All throat and grate protection covers shall remain in place until the system is activated.
- d) Contractor to cast-in-place throat inlet to convey stormwater into bioretention System according to Engineer's requirements and specifications.

- e) Engineered biofiltration media shall be delivered installed in the vault, unless otherwise agreed upon with the Manufacturer. Contractor shall take appropriate action to protect the media from sediment and other debris during construction. The method ultimately selected shall be at Contractor's discretion and Contractor's risk.
 - f) The bioretention system shall not be placed in operation (activated) until the project site is clean and stabilized (construction erosion control measures no longer required). The project site includes any surface that contributes storm drainage to the system. All impermeable surfaces shall be clean and free of dirt and debris. All catch basins, manholes and pipes shall be free of dirt and sediment. Activation shall be provided by Manufacturer or authorized supplier.
4. **Payment.** The contract unit price paid measured in accordance with the units indicated in the bid schedule for **"11'x7' Filterra", "12'x4 Filterra", and "14'x8' Filterra"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for doing all the work involved in constructing and installing the Filterra Treatment Systems, Complete In-Place including demolition, excavation, relocating existing conflicting utilities, installing the Filterra, backfilling, reconstructing curb and gutter and street resurfacing damaged as part of the installation, pipe connections to the satisfaction of the City and no additional compensation will be allowed therefor.

ADD:

SECTION 320 - SIDEWALK SANDBLAST FINISH

320-1

GENERAL.

1. Concrete surface finish exposure method shall be by abrasive blasted surfacing as shown on the Plans. The dosage shall be of a light blast and be 1/4" depth abrasion. Finish effect shall be blasted to expose fine and some coarse aggregate (sandblast, water blast, air blast, ice blast). The sandblasting method shall be designed for concrete flatwork applications (broom finished, sandblast finishes, smooth finished), as well as vertical surfaces, and other types of architectural concrete. Blasting shall be between 7 and 45 days after concrete construction. The appearance of the finished blasted surface shall be uniform, consistent and free of variations.
2. The Contractor shall submit technical data and manufacturer's specifications for blasting components and a proposed plan for preparing, delivery, placement, finishing, and cleanup of the blasted concrete. This plan shall be submitted to the Engineer for acceptance at least 20 days prior to blasting the architectural texture test panel.

3. Consistent finishing practices shall be used to ensure uniformity of blasting texture.
4. For sandblasting over existing sidewalk, the Contractor shall provide an example of blasting over existing sidewalk in three locations along the project corridor for Engineer approval. If ordered by the Engineer, additional tests shall be blasted per the direction of the Engineer, at no additional cost to the Owner.
5. The approved test panel shall be the standard of comparison in determining the acceptability of concrete surface finish exposure per plans.
6. Surrounding exposed surfaces shall be protected during placement, blasting, and finishing operations of the abrasive concrete surface blasting.

320-2 Measurement and Payment. Payment for “**Medium Sandblast Bike Path on Existing Sidewalk**” shall be made at the contract unit price paid per Square Foot (SF) and shall include full compensation for all labor, materials, tools, equipment, finishing, incidentals, and for doing all work involved in providing the bicycle alignment as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

ADD:

SECTION 321 - ROADWAY SIGNING

321-1 GENERAL.

1. The Contractor shall furnish and install roadside signs and posts at the location shown on the plans or as directed by the Engineer, in conformance to the most recent edition of the following standard plans and specifications:
 - a) California Manual on Uniform Traffic Control Devices (MUTCD)
 - b) State of California Department of Transportation (Caltrans) Standard Plans
 - c) State of California Department of Transportation (Caltrans) Standard Specifications
 - d) Standard Specification for Public Works Construction (“Greenbook”)
2. The final location of all signs are subject to the approval of the City Engineer prior to installation and/or removal.
3. Contractor shall notify the City Engineer or his representative a minimum of 1 week in advance to schedule a field “walk through” to “mark-out” all signs scheduled for removal, replacement, and/or relocation, and to “mark-out” the location for placement of new and/or relocated signs.

4. All signs purchased and installed by the Contractor shall conform to the standards provided in the latest edition of the California MUTCD, including sign size, shape, color, symbols, retroreflectivity, vertical and lateral mounting offsets, etc. All sign face reflective sheets shall be high intensity grade with a clear protective overlay film (i.e. anti-graffiti coating).
5. All sign posts shall be square perforated steel tubing with a breakaway base per City of San Diego Standard Drawing M-45, unless otherwise specified.
6. All sign posts shall be installed 2 feet behind the face of curb, unless otherwise specified.
7. Contractor shall notify the City Engineer or his representative a minimum of 1 week prior to completion of all signing work to schedule a final inspection.

321-2 PAYMENT. The Lump Sum cost for “**Roadside Signs**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in providing new signs, installing new posts per plans and M-45, removing and relocating a post per plan, attaching new sign panels to a new post, attaching new sign panels to an existing post, attaching new sign panels to a relocated post, complete in place, as shown on the plans, as required by the specifications and these Special Provisions, and as directed by the Engineer.

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1.1.1 General. To the “WHITEBOOK”, ADD the following:

3. Any Cured-in-Place Pipe (CIPP) lining Work within a 1000 foot radius from school areas shall first be coordinated with the school and shall be performed outside of school hours at no expense to the City

500-1.1.2.1 Initial Submittals. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit the following required information at the time of Bid Opening:
 - a) Contractor’s Experience and Past Project Documentation.
 - i. You shall submit documentation that you have performed similar main rehabilitation projects (of scope and size) successfully within the last 10 years in the United States. The scope shall include the same product, installation, and curing. The proposed product shall have at least 5 years or more of documented performance records.
 - ii. Your superintendent shall be assigned full time to this project and shall be present at the Site while Work is being performed. If CIPP is used, the superintendent shall have documentation conveying experience with the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.

- b) Authorized Installer.
 - i. The installation of the lining system shall be performed by a contractor authorized, certified, or both by the manufacturer or owner of the process.
 - ii. You shall submit a copy of the authorizations, certifications, or both from all manufacturers listed on the City's Approved Material List (AML) that will be used for the Work that includes the name, address, point of contact, and telephone number of the manufacturer.

ADD:

500-1.1.6.1 Order of Work for Rehabilitation Installation.

- 5. Rehabilitation shall be performed in the following order of Work:
 - a) First: Rehabilitation of Sewer Main, including sampling and testing.
 - b) Second: Installation of Sewer Lateral Connections and End Seals.
 - c) Third: Rehabilitation of Sewer Laterals, including sampling and testing.
- 6. You shall plan and schedule Work accordingly. Additional payment for demobilization or mobilization and additional Working Days shall not be granted for delays due to the order of rehabilitation Work.

ADD:

500-1.6.1 General. To the "WHITEBOOK", item 2, sentence 1, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The cured-in-place liner shall extend the entire length of the lateral from the access point at the property line to the mainline. The location of the cleanout shall not be modified unless approved in writing by the Engineer.

500-1.6.3 Installation Procedures (ASTM F1216 and ASTM F1743). To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. You shall excavate an access pit at the property line cleanout location. The excavation pit shall be located entirely within the public right-of-way, and shall not encroach into the private property. You shall replace in kind all existing improvements impacted by the installation process.

500-1.6.6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The payment for the service lateral rehabilitation Work of existing sewer laterals, existing cast iron sewer laterals, cleanout installations at the access

point, and manual excavations for cleanout pits shall be included in the following Bid items:

Service Lateral Rehabilitation with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout up to 7 Feet in Depth

These Bid items shall include all necessary labor, materials, and equipment in order to clean, repair, and line the Sewer Lateral.

2. The point repair Work for sewer laterals shall be in accordance with 500-1.2, "Pipeline Point Repair/Replacement" and shall be included in the Bid item for each "Point Repair for Existing Sewer Lateral". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, and inspect the Point Repair.
3. The payment for cleaning and video inspection for rehabilitated laterals shall be paid in accordance with 306-18.7, "Payment".

500-2.4.6 Primer and Lining Materials. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-2.4.6 Chemical Resistance Test (Pickle Jar Test).

1. Epoxy Lining Systems, Polyurethane and Epoxy Protective Lining Systems shall meet the requirements of 211-2, "Chemical Resistance Test (Pickle Jar Test)". Proof of meeting these requirements shall be provided to the Engineer for approval at least 15 Days prior to commencement of Work.

2. The epoxy primer materials for the polyurethane lining system shall be 100% solids.
3. The epoxy materials for the epoxy lining system shall be 100% solids.

500-2.4.7 Lining Application. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.8 Test. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.10 Applicable Standards. To the "WHITEBOOK", DELETE in its entirety.

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

600-5 PAYMENT. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for access Work as specified in SECTION 600 – ACCESS shall be included in the Contract Price.
2. The payment for MTS Right of Entry Permit Procurement Work including railroad liability insurance, plan reviews, inspections, flagging, and fees shall be included in the allowance Bid item for "**MTS Allowance**".

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-6 PAYMENT. To the "WHITEBOOK", ADD the following:

6. No separate or additional payment shall be made for MTS coordination and bus stop relocations.

601-2.1.4 Traffic Control for Resurfacing . To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled Cold Mill and Overlay. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO

PARKING - TOW-AWAY ZONE” signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the “WHITEBOOK”, paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Temporary “No Parking” and “No Stopping” signs shall be installed 72 hours before enforcement. Temporary “No Parking” and “No Stopping” signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the “WHITEBOOK”, item 4, Barricades, ADD the following:

- h) You shall place “OPEN TRENCH” signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 700 - MATERIALS

700-5.1 (86-5.01) Vehicle Detectors. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type “B”. Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

700-9.1 Pedestrian Barricade. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, “Pedestrian Barricade”.
- 2. Curb ramp barricades (Protective Railing at Curb Ramps) shall be constructed in accordance with the 2018 City of San Diego Standard Drawing SDG-140, “Protective Railing at Curb Ramps”.
- 3. Assembly shall be commercial quality galvanized material.

SECTION 701 - CONSTRUCTION

701-1.2 Maintening Existing And Temporary Electrical Systems. To the “WHITEBOOK”, ADD the following:

- 1. Throughout the duration of the Work, the intersection shall remain lighted at all times with existing or equivalent street lighting between the hours of 4:00

P.M. and 7:00 A.M. Shutdown of street lighting will be permitted daily from 7:00 A.M. to 4:00 P.M.

701-2

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

19. Payment for "**Adjust Existing Pull Box to Grade**" shall be made at the Contract unit price for "**Adjust Existing Pull Box to Grade**".
20. Payment for "**Replace Existing Pull Box per SDI-115**" shall be made at the Contract unit price for "Replace Existing Pull Box per SDI-115".
21. The contract Lump Sum price paid for "**Traffic Signal Modification – Market Street and Market Creek Drive**" shall include compensation for removal and salvaging of existing poles and equipment, furnishing and installing traffic signal standards, poles and pedestals, vehicle detector lops, signal & safety lighting electrical service and switches, video detection, luminaries, lamps, electrical conduits, conductors and cable, pull boxes, pull box adjustment, traffic loops, signal heads, pedestrian countdown timers, audible pedestrian signals, emergency vehicle preemption equipment, installation of new controller assembly, new conflict monitor unit, and all other such items as required on the Plans, Green Book, White Book, or these Special Provisions necessary to provide a complete and operational traffic signal systems, except for Work covered in separate bid items, and no additional compensation will be allowed.
22. The contract Lump Sum price paid for "**Traffic Signal Modification – Market Street and Euclid Avenue**" shall include compensation for removal and salvaging of existing poles and equipment, furnishing and installing traffic signal standards, poles and pedestals, vehicle detector lops, signal & safety lighting electrical service and switches, video detection, luminaries, lamps, electrical conduits, conductors and cable, pull boxes, pull box adjustment, traffic loops, signal heads, pedestrian countdown timers, audible pedestrian signals, emergency vehicle preemption equipment, installation of new controller assembly, new conflict monitor unit, and all other such items as required on the Plans, Green Book, White Book, or these Special Provisions necessary to provide a complete and operational traffic signal systems, except for Work covered in separate bid items, and no additional compensation will be allowed.
23. The contract Lump Sum price paid for "**Traffic Signal Modification –Euclid Avenue and Naranja Street**" shall include compensation for removal and salvaging of existing poles and equipment, furnishing and installing traffic signal standards, poles and pedestals, vehicle detector lops, signal & safety lighting electrical service and switches, video detection, luminaries, lamps, electrical conduits, conductors and cable, pull boxes, pull box adjustment, traffic loops, signal heads, pedestrian countdown timers, audible pedestrian signals, emergency vehicle preemption equipment, installation of new controller assembly, new conflict monitor unit, and all other such items as required on the Plans, Green Book, White Book, or these Special Provisions,

and as directed by the Engineer, necessary to provide a complete and operational traffic signal systems, except for Work covered in separate bid items, and no additional compensation will be allowed.

24. The contract Lump Sum price paid for **“Type 15 Street Light Pole, Foundation, Mast Arm & LED Fixture & 10 amp Fuse with Fuse Cartridge”** shall include full compensation for removal and salvaging of existing street light poles and equipment, installation of relocated street light poles and equipment, furnishing and installing street light standards, poles and pedestals, lighting electrical service and switches, luminaries, lamps, junction boxes, handholes, ballasts, electrical conduits, conductors and cables, pull boxes, pull box adjustment, and all other such items as required on the Plans, Green Book, White Book, or these Special Provisions, and as directed by the Engineer, necessary to provide a complete and operational traffic signal systems, except for Work covered in separate bid items, and no additional compensation will be allowed.
25. The payment for Curb Ramp Barricades (Protective Railing at Curb Ramps) per 2018 Standard Drawing SDG-140, shall be included in the Bid item for each **“Protective Railing at Curb Ramps”**.

SECTION 801 - INSTALLATION

801-6 MAINTENANCE AND PLANT ESTABLISHMENT. To the “WHITEBOOK”, ADD the following:

10. Tree Water Schedule: Water the tree twice a week with approximately 5-10 gallons of water.

801-9 PAYMENT. To the “WHITEBOOK”, ADD the following:

4. Payment for **“Relocate Existing Irrigation Control Box”** shall be made at the Contract unit price for **“Relocate Existing Irrigation Control Box”**.

SECTION 900 – MATERIALS

900-1.1.1 Galvanized Pipe. To the “WHITEBOOK”, Item 8, Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.

- ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
- b) Curves and Curbs.
 - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.1.2 Fusible PVC Pipe. To the "WHITEBOOK", Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

- 8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
 - b) Curves and Curbs.
 - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.1.3 Yelomine Pipe. To the "WHITEBOOK", Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

- 8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
 - b) Curves and Curbs.
 - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved

mechanical end fittings in compliance with ASTM C606 banded to the hose.

- ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.2 **Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

900-2.3 **Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves and pipes), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve and pipe materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve and pipe.

SECTION 901 – INSTALLATION AND CONNECTION

901-1.1 **General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

1. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465)

901-2.2.1 **General.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City

organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.

- a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
- b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
- c) Water Facilities – Tatyana Fikhman (619-527-7465)

901-2.5 Payment. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for “Pavement Restoration for Final Connection”. Asphalt overlay Work shall be paid for under separate Bid items.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the “WHITEBOOK”, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: Market Street (47th Street to Euclid Avenue) Improvements **Project No. / SCH No.:** S-16061

Project Location-Specific: The project is located along the following road segments within the Southeastern San Diego: Encanto Neighborhoods Community Planning Area (Council District 4):

1. Market Street: 47th Street to 51st Street; southern side of Market Street for approximately 750 feet east of 51st Street.
2. Euclid Avenue – Naranja Street to approximately 300 feet north of Guymon Street
3. Guymon Street – Euclid Avenue to approximately 600 feet west of Euclid Avenue
4. Naranja Street – Euclid Avenue to approximately 150 feet east of Euclid Avenue

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

Description of nature and purpose of the Project: The Market Street (47th Street to Euclid Avenue) Improvements project, also known as the Market Street "Complete" Streets project, will install approximately 5,177 linear feet (LF) (0.98 miles) of various roadway improvements including street widening, sidewalk replacement, sidewalk widening, installation of new landscaped medians, creation of new bike lanes, and creation of additional on-street parking. The project will also include crosswalks, driveways, curb extensions, curb ramps, traffic signal modifications, and drainage improvements including permeable pavers, bio-retention basins, street trees, and landscaping.

The project will also replace-in-place approximately 2,069 LF of existing water main and 635 LF of existing sewer main on Euclid Avenue (from Naranja Street to Lakiba Palmer Avenue) within the existing utility alignment at the same or shallower depths. A portion of the water main replacement crossing the MTS trolley tracks on Euclid Avenue will be installed via trenchless construction methods (jack and bore). The excavation areas and area of ground disturbance will be limited to the areas of the sidewalks, medians, driveways, curb extensions, curb ramps, bike paths, storm drain improvements, utility replacements, and trenching for street light conduits.

The project is located entirely with existing developed or disturbed lands and is not located directly adjacent to the City's Multi-Habitat Planning Area (MHPA). There will be no direct impacts to sensitive resources. The project area east of Euclid Avenue is bordered by Encanto Canyon Open Space to the north where suitable habitat for California gnatcatcher exists. Therefore, any construction-related noise generating activities east of Euclid Avenue will occur outside of the gnatcatcher breeding season (March 1 – August 15). Additionally, any construction-related noise generating activities adjacent to Chollas Creek (south of Market Street) and Encanto Creek (at Euclid Avenue) will occur outside of the breeding seasons for least Bell's vireo (March 15 – September 15) and southwestern willow flycatcher (May 1 – September 1). Thus, no indirect impacts to sensitive species are anticipated.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works Department,
Contact: Jerry Jakubauskas; Phone: (619) 533-3755
525 B Street, Suite 750 (MS 908A), San Diego, CA

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301(c) (Existing Facilities); 15302(c) (Replacement or Reconstruction); 15304(f) (Minor Alterations to Land)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines Sections: 15301(c) which allows for the repair, maintenance, or minor alteration of existing public or private structures including highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; 15302(c) which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced including replacement of existing utility systems and facilities involving negligible or no expansion of capacity; 15304(f) which allows for minor public or private alteration in the condition of land including minor trenching and backfilling where the surface is restored; and where the exceptions listed in Section 15300.2 would not apply.

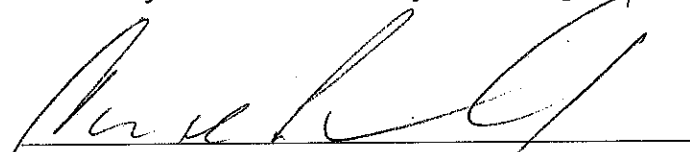
Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

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

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



Carrie Purcell, Assistant Deputy Director

12/21/2017

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.)

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

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

4. **POLICY**

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

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

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

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

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
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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:	
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			

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

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description	Unit	Price	Contract Authorization		Extension	Previous Totals To Date		This Estimate		Totals to Date		
				Qty	Amount		%/QTY	Amount	%/QTY	Amount	%/QTY	Amount	
1							\$		\$	0.00	\$		
2							\$		\$	0.00%	\$		
3							\$		\$	0.00%	\$		
4							\$		\$	0.00%	\$		
5							\$		\$	0.00%	\$		
6							\$		\$	0.00%	\$		
7							\$		\$	0.00%	\$		
8							\$		\$	0.00%	\$		
9							\$		\$	0.00%	\$		
10							\$		\$	0.00%	\$		
11							\$		\$	0.00%	\$		
12							\$		\$	0.00%	\$		
13							\$		\$	0.00%	\$		
14							\$		\$	0.00%	\$		
15							\$		\$	0.00%	\$		
16							\$		\$	0.00%	\$		
17							\$		\$	0.00%	\$		
Field Orders													
CHANGE ORDER No.													
Total Authorized Amount (including approved Change Order)							\$		\$				\$

SUMMARY

A. Original Contract Amount	\$	-
B. Approved Change Order #00 Thru #00	\$	-
C. Total Authorized Amount (A+B)	\$	-
D. Total Billed to Date	\$	-
E. Less Total Retention (5% of D)	\$	-
F. Less Total Previous Payments	\$	-
G. Payment Due Less Retention	\$0.00	
H. Remaining Authorized Amount	\$0.00	

I certify that the materials have been received by me in the quality and quantity specified

Resident Engineer _____

Construction Engineer _____

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

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

APPENDIX E
LOCATION MAP

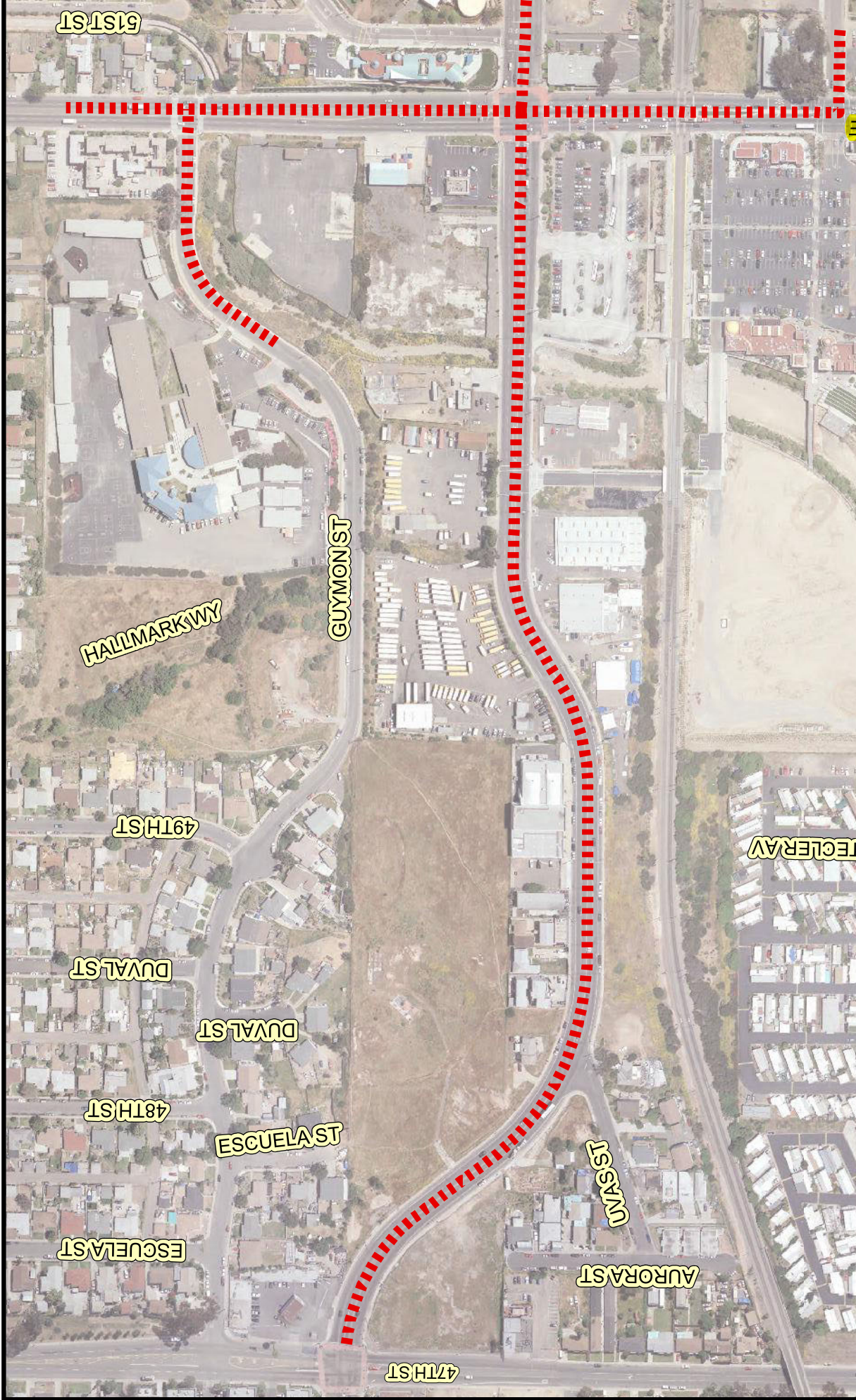
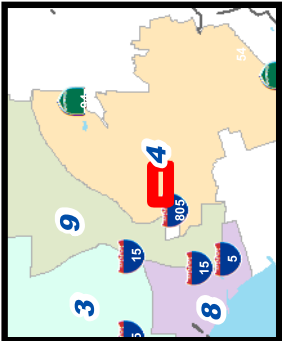
Market: 47th to Euclid Complete St and Water & Sewer Replacement

DESIGN SENIOR
ENGINEER
Mastaneh Ashrafzadeh
(619) 533-3781

DESIGN PROJECT
MANAGER
Hossai Sherzai
(619) 533-3412

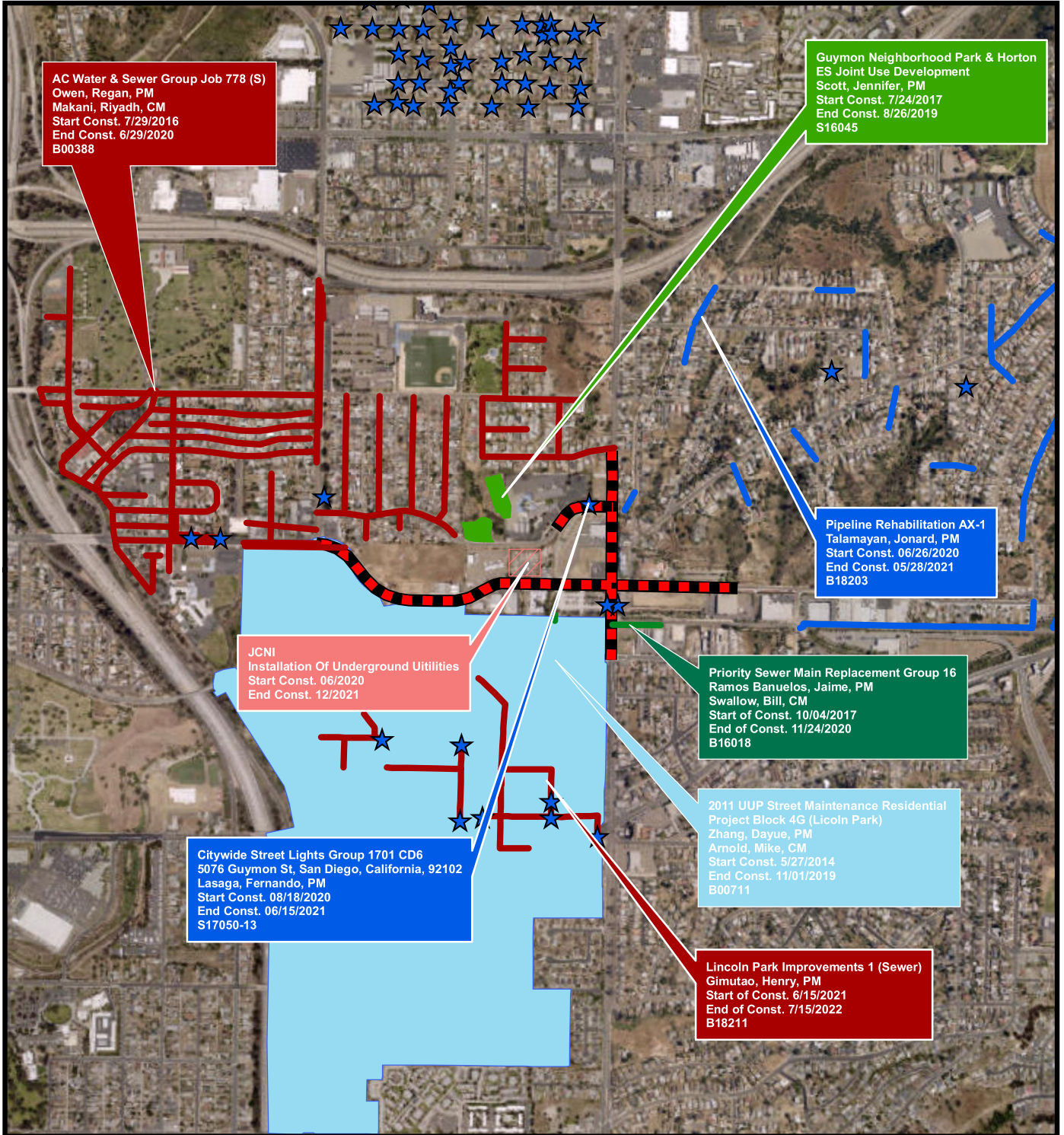
DESIGN PROJECT
ENGINEER
Hossai Sherzai
(619) 533-3412

DESIGN LOCATION MAP



APPENDIX F
ADJACENT PROJECTS

**Market: 47th St To Euclid Complete Street
Project Coordination Map**



AC Water & Sewer Group Job 778 (S)
Owen, Regan, PM
Makani, Riyadh, CM
Start Const. 7/29/2016
End Const. 6/29/2020
B00388

**Guymon Neighborhood Park & Horton
ES Joint Use Development**
Scott, Jennifer, PM
Start Const. 7/24/2017
End Const. 8/26/2019
S16045

Pipeline Rehabilitation AX-1
Talamayan, Jonard, PM
Start Const. 06/26/2020
End Const. 05/28/2021
B18203

**Jcni
Installation Of Underground Utilities**
Start Const. 06/2020
End Const. 12/2021

Priority Sewer Main Replacement Group 16
Ramos Banuelos, Jaime, PM
Swallow, Bill, CM
Start of Const. 10/04/2017
End of Const. 11/24/2020
B16018

**2011 UUP Street Maintenance Residential
Project Block 4G (Lincoln Park)**
Zhang, Dayue, PM
Arnold, Mike, CM
Start Const. 5/27/2014
End Const. 11/01/2019
B00711

Citywide Street Lights Group 1701 CD6
5076 Guymon St, San Diego, California, 92102
Lasaga, Fernando, PM
Start Const. 08/18/2020
End Const. 06/15/2021
S17050-13

Lincoln Park Improvements 1 (Sewer)
Gimutao, Henry, PM
Start of Const. 6/15/2021
End of Const. 7/15/2022
B18211

Legend

Market St Comple Street



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APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

City of San Diego
Asphalt Concrete Overlay

Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Ambient Temperature (Start of Work): _____ Time: _____

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wq2014_0194_dwq.pdf), and as follows:

Project Name:	WBS No.:
Qualified Person Conducting Tests:	signature

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1											
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)			Exceedence ⁷		Notes Report exceedence to RE & complete page 2 of 2	
					Measure	Unit	Time	Result	Limit		No
Inlet Location	<input type="checkbox"/> Superchlorinated (Chlorine added for disinfection) <input type="checkbox"/> Large Volume (≥ 325,850 gal) <input type="checkbox"/> Well Dev/Rehab (Not Typical) <input type="checkbox"/> Small Volume/Other (No Sampling Required)	<input type="checkbox"/> TSW (All Categories) <input type="checkbox"/> PUD (All Categories) <input type="checkbox"/> Water Board (Large Volume Only) <input type="checkbox"/> County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	<input type="checkbox"/> Sweep flow path (gutter, street, etc.) <input type="checkbox"/> Dechlorination (diffusers, chemicals, etc.) <input type="checkbox"/> Inlet Protection <input type="checkbox"/> Erosion Controls <input type="checkbox"/> Sediment Controls	Total	Chlorine	mg/L			0.1 mg/L= Exceedence		
Start					Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
End					pH	Unit			Range 6.5 to 8.5		

Event #2											
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)			Exceedence ⁷		Notes Report exceedence to RE & complete page 2 of 2	
					Measure	Unit	Time	Result	Limit		No
Inlet Location	<input type="checkbox"/> Superchlorinated (Chlorine added for disinfection) <input type="checkbox"/> Large Volume (≥ 325,850 gal) <input type="checkbox"/> Well Dev/Rehab (Not Typical) <input type="checkbox"/> Small Volume/Other (No Sampling Required)	<input type="checkbox"/> TSW (All Categories) <input type="checkbox"/> PUD (All Categories) <input type="checkbox"/> Water Board (Large Volume Only) <input type="checkbox"/> County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	<input type="checkbox"/> Sweep flow path (gutter, street, etc.) <input type="checkbox"/> Dechlorination (diffusers, chemicals, etc.) <input type="checkbox"/> Inlet Protection <input type="checkbox"/> Erosion Controls <input type="checkbox"/> Sediment Controls	Total	Chlorine	mg/L			0.1 mg/L= Exceedence		
Start					Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
End					pH	Unit			Range 6.5 to 8.5		

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2
PAGE 1 OF 2

Construction Management & Field Services Division

Version 4

Public Works Department

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Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible	<input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible	<input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes to Contractor

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	Email	When to Notify
TSW	SWPPP@SanDiego.gov	3 days prior to all discharges
PUD	CompReports@SanDiego.gov RDavenport@sandiego.gov	3 days prior to all discharges
San Diego Water Board	SanDiego@WaterBoards.ca.gov cc:Ben.Neill@WaterBoards.ca.gov	3 days prior to a Large Volume discharge
County of San Diego	DEH: joseph.palmer@sdcountry.ca.gov dominique.edwards@sdcountry.ca.gov WPP: Nicholas.DelValle@sdcountry.ca.gov	3 days prior if ≥100,000 gal within ¼ mile of the ocean/bay 3 days prior if enters County's MS4 or unincorporated County

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed/modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in notes section.
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 mins, 50-60 mins, last 10 mins
Large Volume	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Well Dev/Rehab	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Small Volume/Other	None	None

7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Volume	Estimate	None
Chlorine	Field Measurement	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland water 225 NTU for ocean 100 NTU for well water
pH	Field Measurement	6.5 to 8.5

APPENDIX I
HAZARDOUS 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) _____

UNNA 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	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION		CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)			CAS Number
E	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"/>	
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS		PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	
G	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER		TIME OF RELEASE	DURATION OF RELEASE —DAYS —HOURS—MINUTES
H	ACTIONS TAKEN			
I	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) _____			
J	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS			
K	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)			
L	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 J
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **32-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Palm Engineering Construction Co., Inc.** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties".

RECITALS

- A.** Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Market St - 47th to Euclid Complete St (Project)**, WBS/IO number S-16061, B-17052, B-17054 Bid No. K-20-1837-DBB-3-A.
- B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Market St - 47th to Euclid Complete St** (Maintenance Requirements).
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1** of Attachment E and **Section 802** of the Construction Contract and it shall be effective until the completion of the Work as described below.
- D. Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the GREENBOOK, WHITEBOOK, and Special Provisions (**Part 0, Part 1, and Part 8**) except as otherwise stated in this LTMMA.

E. Partial Release of Payment Bond and Performance Bond.

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed (“Phase 2 Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - 2.1** Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
 - 2.2** Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in Section 4.1 of this LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project’s Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City. The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.
- 1.2. Schedule of Work.** After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City’s approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

1.3. Commencement of Work & Maintenance Period. This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **32** months. A copy of the approval form is attached as **Exhibit B**.

1.4. License. The Contractor shall hold the following licenses in good standing:

1.4.1. C-27 State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

1.5. Hours of Performance. The Contractor shall perform the Work between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

2.1. Contract Administrator. PUBLIC WORKS CONTRACTING (PWC) is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.

- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SETION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any,

during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed \$32,000.00 SEE EXHIBIT A. (Contract Price).
- 4.2. Prevailing Wage Requirements.** The Prevailing Wages requirements in accordance with Attachment D of this Construction Contract are hereby incorporated by this reference.
- 4.3. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.4. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
 - 4.4.1** The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

- 4.4.2 The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
- 4.4.3 The Contractor has provided a final work summary report to the City.
- 4.4.4 The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

5.1. Contract Bonds. Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

- 5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.
- 5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

5.2. Insurance. The Contractor shall maintain insurance coverage as specified in **Section 7-3, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

- 1. Commercial General Liability
- 2. Commercial Automobile Liability
- 3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in **Section 7-3, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.

- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.

Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is signed by the City of San Diego, acting by and through its Mayor or Designee, pursuant to Municipal Code **§22.3102**, and by the Contractor.

Dated this 21st day of July 2020.

THE CITY OF SAN DIEGO



Claudia C. Abarca
Deputy Director
Public Works Department

I HEREBY CERTIFY I can legally bind PALM ENGINEERING CONSTRUCTION, CO. INC. and that I have read this entire contract, this 30th day of JUNE 2020.

By: R. L.

Printed Name: ROSS SHAMBAZ

Title: PRESIDENT

I HEREBY APPROVE the form of the foregoing Contract this

23rd day of July of 2020.

Mara W. Elliott, City Attorney

By: Ryan P. Gerrity

Printed Name: Ryan P. Gerrity
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

I. **Location of Work.** The location of the Work to be performed (Landscaping and Revegetation Area) is shown on Specifications and Drawings numbered **40810-63-D** through **40810-67-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.

II. **Description of Work.** The Contractor shall maintain and monitor the Landscaping and Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the following success criteria at the end of 32 months:

- 100% survival of container plants and trees
- 75% vegetative cover
- 0% cover of perennial invasive (non-native) species
- No erosion

The Work includes complete landscape maintenance consisting of irrigation, fertilization; weed control; control of all plant diseases and pests; trash removal; reseeding; BMP repair/replacement; and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition, to maintain the plant material in a healthy and viable state, and to meet the success criteria listed above.

III. **Method of Performing Work.**

A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the RE. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.

Tree Water Schedule:

First Year: Water the tree twice a week with approximately 5-10 gallons of water.

Second Year: Water the tree twice a month with approximately 10 to 15 gallons of water.

Third Year: Water the tree at least once a month with approximately 10 to 15 gallons of water.

1. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist or RE. The Contractor shall furnish all hoses, nozzles,

sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

2. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
3. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
4. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
- 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

C. Tree Maintenance. The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist or RE. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

- 1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs

cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.

2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist or RE. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist or RE.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.

4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook.**

F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

G. Plant Replacement. Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.

2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
 3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.
- H. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- I. Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring.** The RE will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The RE will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project RE shall meet all requirements specified in **Section 802 of the Whitebook**.
- K. Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2015 WHITEBOOK, SECTION 802

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number:_____

Name of License Holder:_____

Expiration Date:_____

City of San Diego Business License Number:_____

Expiration Date:_____

APPENDIX K

SEWER MAINS AND LATERALS REHABILITATION SAMPLE DATA TEMPLATES

APPENDIX L
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

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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX M

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

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

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

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

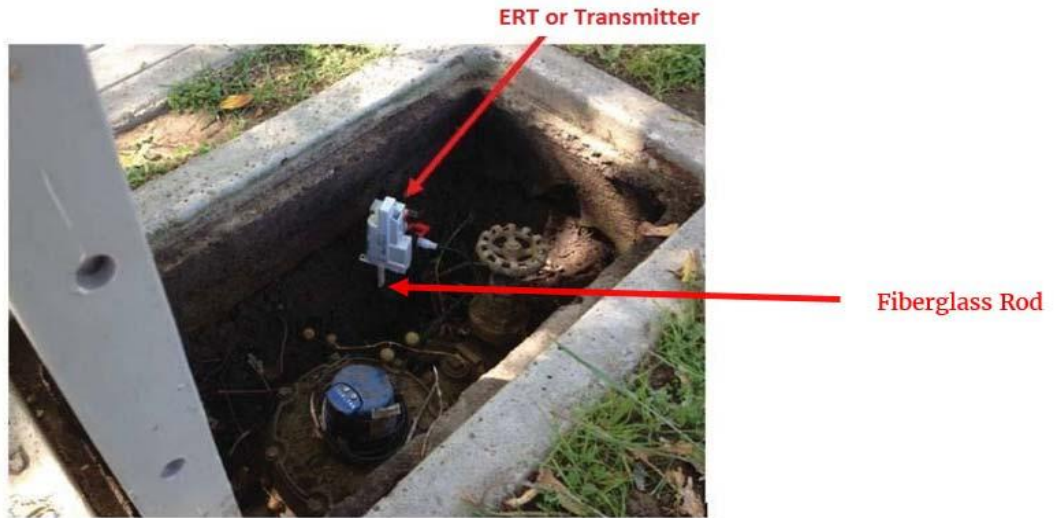


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



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

APPENDIX N
SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:
WBS/IO No:
WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

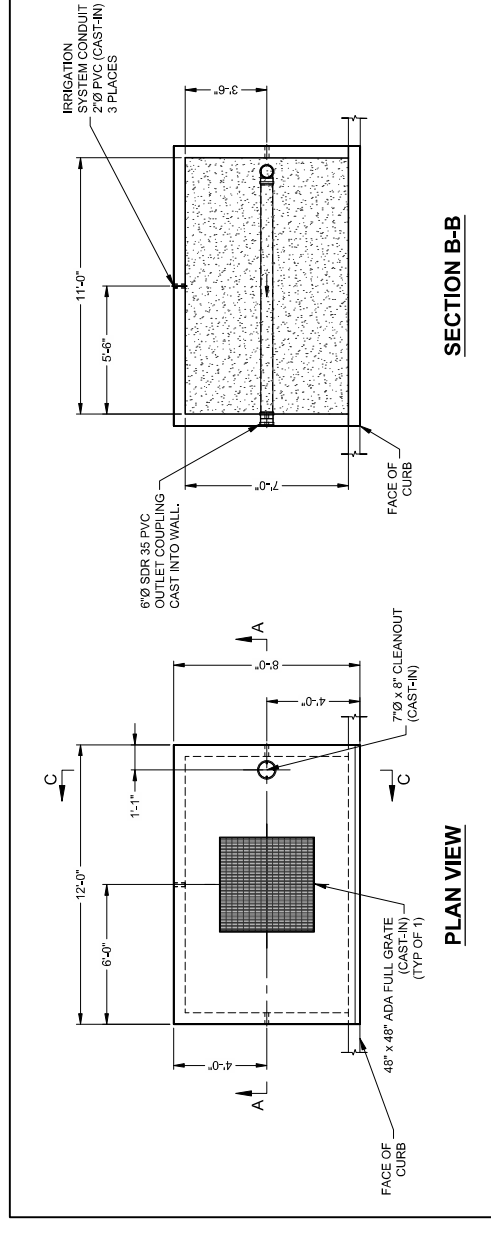
APPENDIX O
DRAINAGE DETAILS - FILTERRA

CONTECH ENGINEERED SOLUTIONS LLC
WWW.CONTECHES.COM
10000 CONTECH DRIVE, SUITE 100, SAN DIEGO, CA 92121
(619) 444-7770

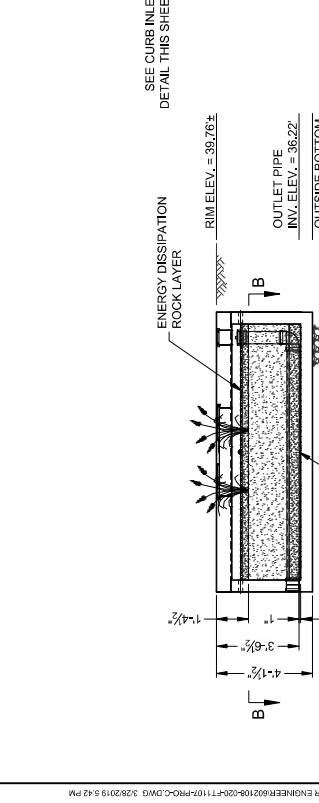
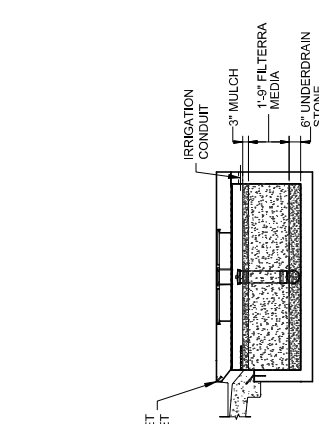
FILTERRA
FOR SYSTEM: BMP-3
MARKET STREET (47TH TO EUCLID)
SAN DIEGO, CA
4777 TO 602108-020
FILTERRA 11 x 7 - 602108-020

DATE: 03/06/19	DESIGNED: JWB	DRAWN: JWB	APPROVED: RWR
CHECKED: RWR	PROJECT No.: 602108	SEQUENCE No.: 020	SHEET: 1 OF 1

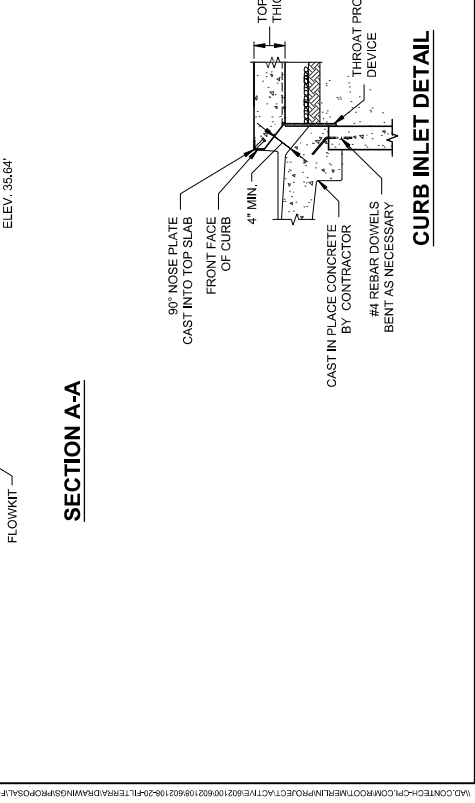
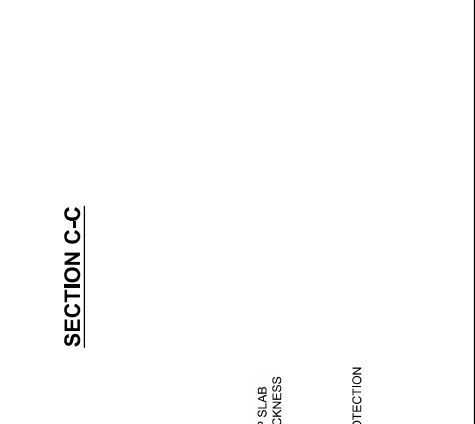
COUNT	DESCRIPTION	INSTALLED BY	WATER QUALITY FLOW RATE	0.178 CFS
1	PLANT, SEE INSTALLATION NOTE G	CONTECH	PEAK FLOW RATE	OFFLINE
0.71 CY	MULCH, SEE INSTALLATION NOTE G	CONTECH	RETURN PERIOD OF PEAK FLOW	OFFLINE
1	ENERGY DISSIPATION ROCK LAYER	CONTECH	BIOFILTRATION MEDIA INFILTRATION RATE	100 in/hr
4.99 CY	FILTERRA MEDIA	CONTECH		
1.43 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH		
1	FILTERRA FLOWKIT 611A	CONTECH		
1	48" x 48" ADA FULL GRATE FRAME, GALV. (CAST-IN)	CONTECH		
1	48" x 48" ADA FULL GRATE	CONTECH		
1	7"Ø x 8" CLEANOUT FRAME AND COVER (CAST-IN)	CONTECH		
3	2"Ø PVC IRRIGATION CONDUIT	CONTECH		
1	SEALANT FOR JOINTS	CONTRACTOR		
12 LF	2-1/2" x 2-1/2" x 1/4" CURB NOSING, GALV. (CAST-IN)	CONTECH		



- MATERIALS LIST**
- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS. PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE.
 - FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING
 - STRUCTURE SHALL MEET PEDESTRIAN LIVE LOAD WITH HS-5 WHEEL LOAD MOUNTING THE CURB AND ADJACENT HS-20 LIVE LOAD SURCHARGE ON THE WALLS OF THE STRUCTURE. ASSUMING EARTH COVER OF 0' AND GROUNDWATER ELEVATION AT OR BELOW THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFRONTACTUAL THE CONTECH LOGO. CASTINGS SHALL MEET ASHTO M506 AND BE CAST WITH THE CONTECH LOGO.
 - FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857.
 - ASTM C-918 AND AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
 - MEDIA INFILTRATION RATE: 100 IN/HR



- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE. SPREADER BAR WITH SUFFICIENT CABLE IS TO BE PROVIDED TO LIFT AND REDUCE THE WEIGHT OF THE STRUCTURE TO THE CONTRACTOR TO INSTALL. THE JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE
 - CONTRACTOR TO PROVIDE AND INSTALL OUTLET PIPE. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
 - CONTRACTOR TO SUPPLY AND INSTALL INLET PROTECTION BAR IF REQUIRED BY LOCAL JURISDICTION
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
 - CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT, MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT INSTALLED AND SUCH CLEAN UP OF CONSTRUCTION SEDIMENT
 - CONTRACTOR TO PROVIDE MAINTENANCE AND FIELD OPERATIONS AT 513-645-7770 OR SCHEDULE ACTIVATION
 - IT IS RECOMMENDED THAT FILTERRA UNITS BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS. FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST



CONTECH
PROPOSAL
DRAWING

APPROXIMATE HEAVIEST PICK = 33,000 LBS.
STRUCTURE IS DELIVERED IN 2 PIECES
MAX FOOTPRINT = 8' x 12'

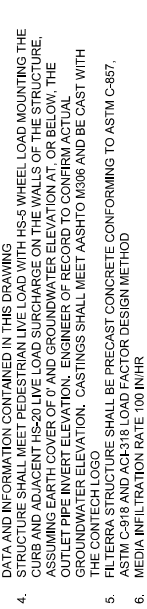
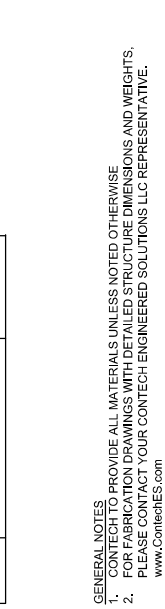
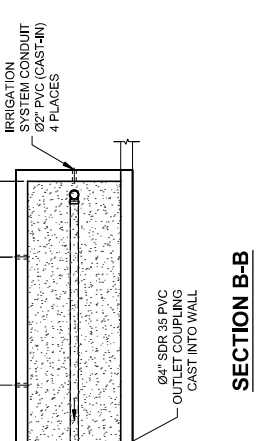
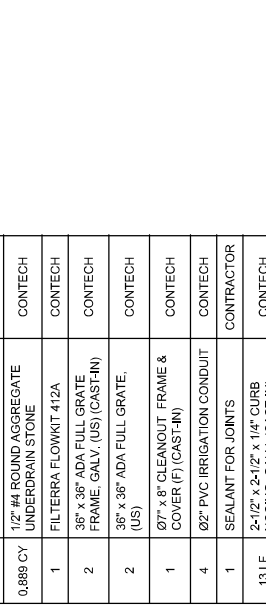
PRECIS / PR80127
LAYOUT 6

COUNT	DESCRIPTION	INSTALLED BY	WATER QUALITY FLOW RATE
2	PLANT. SEE INSTALLATION NOTE G	CONTECH	OFFLINE
0.444 CY	MULCH. SEE INSTALLATION NOTE G	CONTECH	OFFLINE
1	ENERGY DISSIPATION ROCK LAYER	CONTECH	BIOFILTRATION MEDIA INFILTRATION RATE
3.111 CY	FILTERRA MEDIA	CONTECH	100 in/hr
0.889 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH	
1	FILTERRA FLOWKIT 412A	CONTECH	
2	36" x 36" ADA FULL GRATE FRAME, GALV. (US) (CAST-IN)	CONTECH	
2	36" x 36" ADA FULL GRATE, (US)	CONTECH	
1	Ø7" x 8" CLEANOUT FRAME & COVER (F) (CAST-IN)	CONTECH	
4	Ø2" PVC IRRIGATION CONDUIT	CONTRACTOR	
1	SEALANT FOR JOINTS	CONTRACTOR	
13 LF	2-1/2" x 2-1/2" x 1/4" CURB NOSING, GALV. (CAST-IN)	CONTECH	

MATERIALS LIST

MARK	DATE	REVISION DESCRIPTION	BY

The design and dimensions shown on this drawing are provided as services to the project owner and are not to be construed as a contract. The contractor shall be responsible for obtaining all necessary permits and approvals from the local, state, and federal agencies. The contractor shall be responsible for obtaining all necessary permits and approvals from the local, state, and federal agencies. The contractor shall be responsible for obtaining all necessary permits and approvals from the local, state, and federal agencies.



FILTERRA 12 x 4 - 602108-40
MARKET STREET (47TH TO EUCLID)
for SYSTEM:
SAN DIEGO, CA

CONTECH ENGINEERED SOLUTIONS LLC
 WWW.CONTECH.COM
 602108-1122 1/14/2019 11:34:00 AM
 3005 CONTECH BLVD. SUITE 100 SAN DIEGO, CA 92108
 (619) 444-7770

DATE: 03/26/19
 DESIGNED: GHM
 DRAWN: GHM
 CHECKED: RWR
 APPROVED: GHM

PROJECT No.: 602108
 SEQUENCE No.: 40
 SHEET: 1 OF 1

PRECS / PR80127 LAYOUT 2

- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS. PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.conteches.com
 - FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING
 - STRUCTURE SHALL MEET PEDESTRIAN LIVE LOAD WITH HS-5 WHEEL LOAD MOUNTING THE CURB AND ADJACENT HS-20 LIVE LOAD SURCHARGE ON THE WALLS OF THE STRUCTURE. ASSUMING EARTH COVER OF 0' AND GROUNDWATER ELEVATION AT OR BELOW THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM LOCAL OUTLET PIPE INVERT ELEVATION. CASTINGS SHALL MEET ASHTO M506 AND BE CAST WITH THE CONTECH LOGO.
 - FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857, ASTM C-918 AND ACK318 LOAD FACTOR DESIGN METHOD
 - MEDIA INFILTRATION RATE: 100 IN/HR
- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE. SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED TO LIFT AND SET THE STRUCTURE TO CORRECT LOCATION AND TO CORRECT ASSEMBLE STRUCTURE
 - CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE
 - CONTRACTOR TO PROVIDE AND INSTALL OUTLET PIPE. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
 - CONTRACTOR TO SUPPLY AND INSTALL INLET PROTECTION BAR IF REQUIRED BY LOCAL JURISDICTION
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
 - CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT. MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT INSTALLED AND SCHEDULED MAINTENANCE AND FIELD OPERATIONS AT 513-645-7770 OR SCHEDULE ACTIVATION
 - IT IS RECOMMENDED THAT FILTERRA UNITS BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS. FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

STRUCTURE WEIGHT:
 APPROXIMATE HEAVIEST PICK = 23000 LBS.
 STRUCTURE IS DELIVERED IN 2 PIECES
 MAX FOOTPRINT = 5' x 13'

CONTECH
PROPOSAL
 DRAWING

COUNT	DESCRIPTION	INSTALLED BY	WATER QUALITY FLOW RATE	0.111 CFS
2	PLANT, SEE INSTALLATION NOTE C	CONTECH	PEAK FLOW RATE	OFFLINE
0.444 CY	MULCH, SEE INSTALLATION NOTE G	CONTECH	RETURN PERIOD OF PEAK FLOW	OFFLINE
1	ENERGY DISSIPATION ROCK LAYER	CONTECH	BIOFILTRATION MEDIA INFILTRATION RATE	100 in/hr
3.111 CY	FILTERRA MEDIA	CONTECH		
0.888 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH		
1	FILTERRA FLOWKIT 412A	CONTECH		
2	36" x 36" FULL ADA GRATE FRAME, GALV. (US) (CAST-IN)	CONTECH		
2	36" x 36" FULL ADA GRATE WITH 1/8" OPENING, (US)	CONTECH		
1	Ø7" x 8" CLEANOUT FRAME & COVER (F) (CAST-IN)	CONTECH		
4	Ø2" PVC IRRIGATION CONDUIT	CONTECH		
1	SEALANT FOR JOINTS	CONTRACTOR		
13 LF	2-1/2" x 2-1/2" x 1/4" CURB NOSING, GALV. (CAST-IN)	CONTECH		

MATERIALS LIST

GENERAL NOTES

- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE, www.conteches.com
- FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING
- CURB AND ADJACENT HS-20 LIVE LOAD SURCHARGE ON THE WALLS OF THE STRUCTURE, ASSUMING EARTH COVER OF 10' AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM LOCAL AGENCY REQUIREMENTS FOR EARTH COVER AND GROUNDWATER ELEVATION. THE CONTECH LOGO, CASTINGS SHALL MEET ASHTO M506 AND BE CAST WITH FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857.
- ASTM C-918 AND ACK318 LOAD FACTOR DESIGN METHOD
- MEDIA INFILTRATION RATE: 100 IN/HR

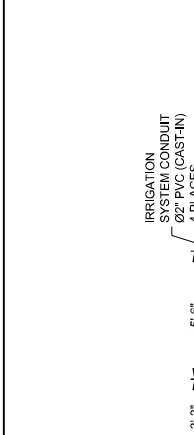
INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE, SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED TO MOVE AND POSITION THE FILTERRA STRUCTURE TO CURB SECTIONS
- CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE
- CONTRACTOR TO PROVIDE AND INSTALL OUTLET PIPE. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
- CONTRACTOR TO SUPPLY AND INSTALL INLET PROTECTION BAR IF REQUIRED BY LOCAL JURISDICTION
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
- CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT, MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PavEMENT INSTALLED AND PERFORMS REGULAR MAINTENANCE AND FIELD OPERATIONS AT 513-645-7770 OR CONTECH LOCAL OFFICE
- IT IS RECOMMENDED THAT FILTERRA UNITS BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS. FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

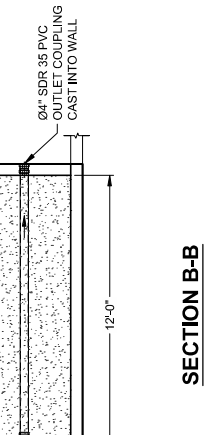
STRUCTURE WEIGHT
APPROXIMATE HEAVIEST PICK = 23000 LBS.
STRUCTURE IS DELIVERED IN 2 PIECES
MAX FOOTPRINT = 5' x 13'

CONTECH
PROPOSAL
DRAWING

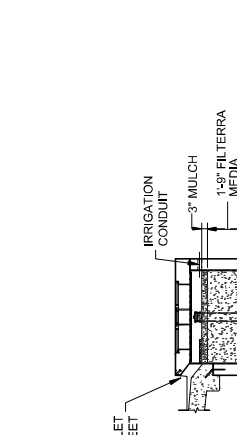
PRECIS / PR80127
LAYOUT 2



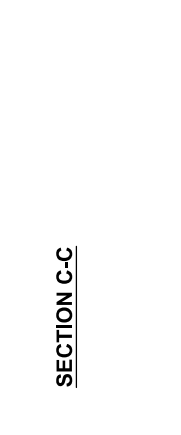
SECTION B-B



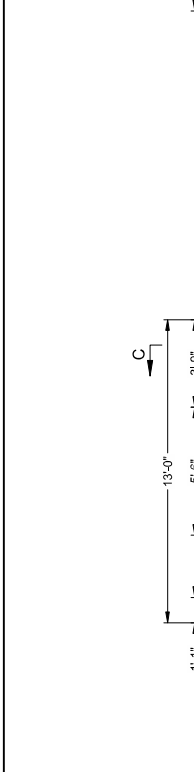
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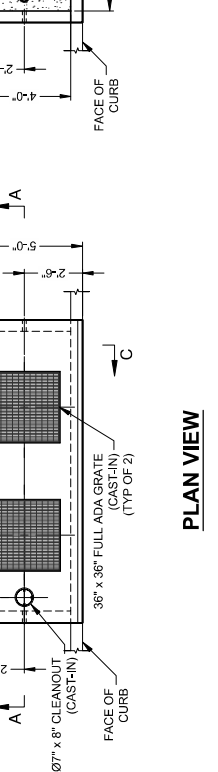
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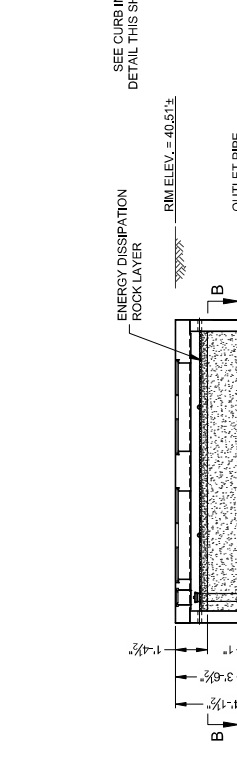
CURB INLET DETAIL



SECTION B-B



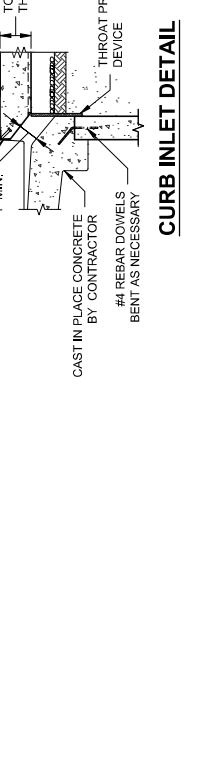
SECTION C-C



SECTION A-A



CURB INLET DETAIL



CONTECH ENGINEERED SOLUTIONS LLC
WWW.CONTECHES.COM
781-442-7770
1000 CONTECH DRIVE, SUITE 100, WESTBOROUGH, MA 01581

DATE: 03/22/19

DESIGNED: SWAN

RWR

APPROVED: RWR

PROJECT No. 602108

SEQUENCE No. 10

SHEET: 1 OF 1

PRECIS / PR80127
LAYOUT 2

MARK	DATE	REVISION DESCRIPTION	BY

COUNT	DESCRIPTION	INSTALLED BY	WATER QUALITY FLOW RATE	0.245 CFS
2	PLANT, SEE INSTALLATION NOTE G	CONTECH	PEAK FLOW RATE	OFFLINE
1.04 CY	MULCH, SEE INSTALLATION NOTE G	CONTECH	RETURN PERIOD OF PEAK FLOW	OFFLINE
1	ENERGY DISSIPATION ROCK LAYER	CONTECH	BIOFILTRATION MEDIA INFILTRATION RATE	100 in/hr
7.26 CY	FILTERRA MEDIA	CONTECH		
2.07 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH		
1	FILTERRA FLOWKIT 614A	CONTECH		
2	48" x 48" TREE GRATE FRAME, GALV. (CAST-IN)	CONTECH		
2	48" x 48" FULL ADA GRATE	CONTECH		
1	7'0" x 8" CLEANOUT FRAME AND COVER (CAST-IN)	CONTECH		
4	2'0" PVC IRRIGATION CONDUIT	CONTECH		
1	SEALANT FOR JOINTS	CONTRACTOR		
15 LF	2-1/2" x 2-1/2" x 1/4" CURB NOSING, GALV. (CAST-IN)	CONTECH		

MATERIALS LIST

CONTECH
ENGINEERED SOLUTIONS LLC
 WWW.CONTECHES.COM
 800-538-1122
 310-440-7800
 310-440-7933 FAX
 18100 S. CRENSHAW BLVD. SUITE 100
 CULVER CITY, CA 90230
 10/15/2018 10:43:34 AM
 10/15/2018 10:43:34 AM

for SYSTEM: BMP-5
 MARKET STREET (47TH TO EUCLID)
 SAN DIEGO, CA
 FILTERRA 14 x 8 - 602108-030

- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS. PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE.
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 - STRUCTURE SHALL MEET PEDESTRIAN LIVE LOAD WITH HS-20 WHEEL LOAD MOUNTING THE CURB AND ADJACENT HS-20 LIVE LOAD SURCHARGE ON THE WALLS OF THE STRUCTURE. ASSUMING EARTH COVER OF 0' AND GROUNDWATER ELEVATION AT OR BELOW THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM LOCAL OUTLET PIPE INVERT ELEVATION. CASTINGS SHALL MEET ASHTO M506 AND BE CAST WITH THE CONTECH LOGO.
 - FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857, ASTM C-918 AND AASHTO M318 LOAD FACTOR DESIGN METHOD
 - MEDIA INFILTRATION RATE: 100 IN/HR
- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE. SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED TO LIFT AND SET THE STRUCTURE. CONTRACTOR TO MAKE TOOLS AND EQUIPMENT AVAILABLE TO CORE SECTIONS AND ASSEMBLE STRUCTURE
 - CONTRACTOR TO PROVIDE AND INSTALL OUTLET PIPE. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
 - CONTRACTOR TO SUPPLY AND INSTALL INLET PROTECTION BAR IF REQUIRED BY LOCAL JURISDICTION
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
 - CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT. MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT INSTALLED AND PERMANENT MAINTENANCE AND FIELD OPERATIONS AT 513-645-7770 OR SCHEDULE ACTIVATION
 - IT IS RECOMMENDED THAT FILTERRA UNITS BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS. FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

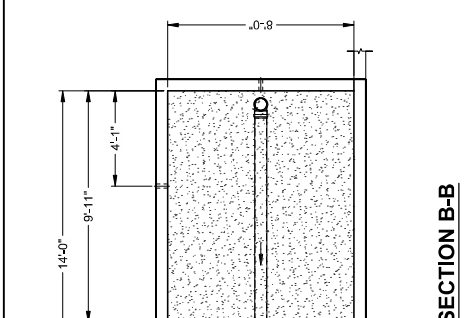
DATE:	03/06/19
DESIGNED:	JWB
CHECKED:	RWR
APPROVED:	RWR
PROJECT NO.:	602108
SEQUENCE NO.:	030
SHEET:	1 OF 1

CONTECH
PROPOSAL
 DRAWING

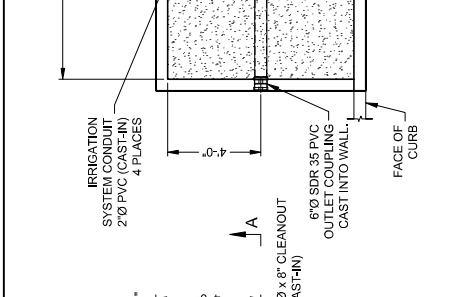
PRECIS / PR80127
 LAYOUT 6

STRUCTURE WEIGHT APPROXIMATE HEAVIEST PICK = 20,500 LBS. STRUCTURE IS DELIVERED IN 2 PIECES MEDIA SHIPPED SEPARATELY

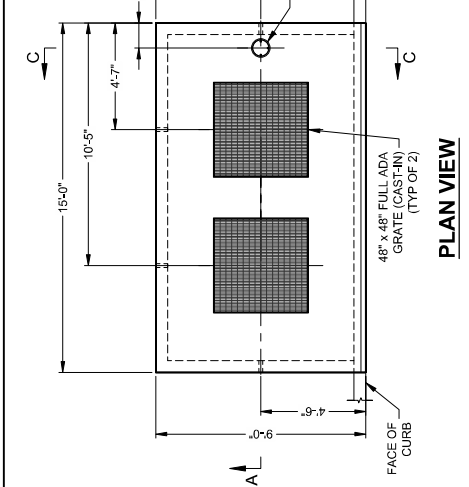
MAX FOOTPRINT = 9' x 15'



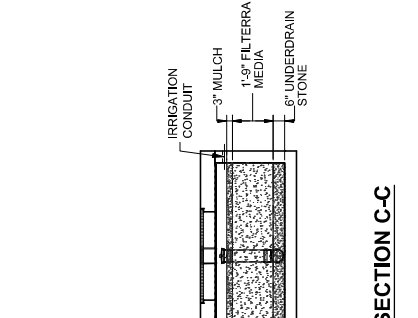
SECTION B-B



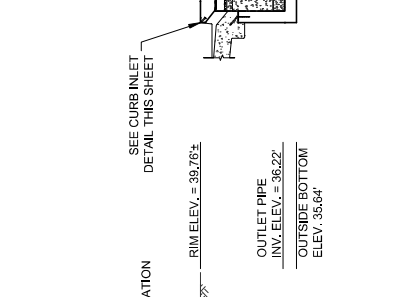
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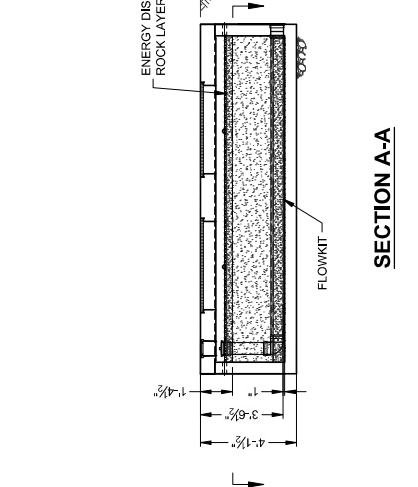
PLAN VIEW



CURB INLET DETAIL



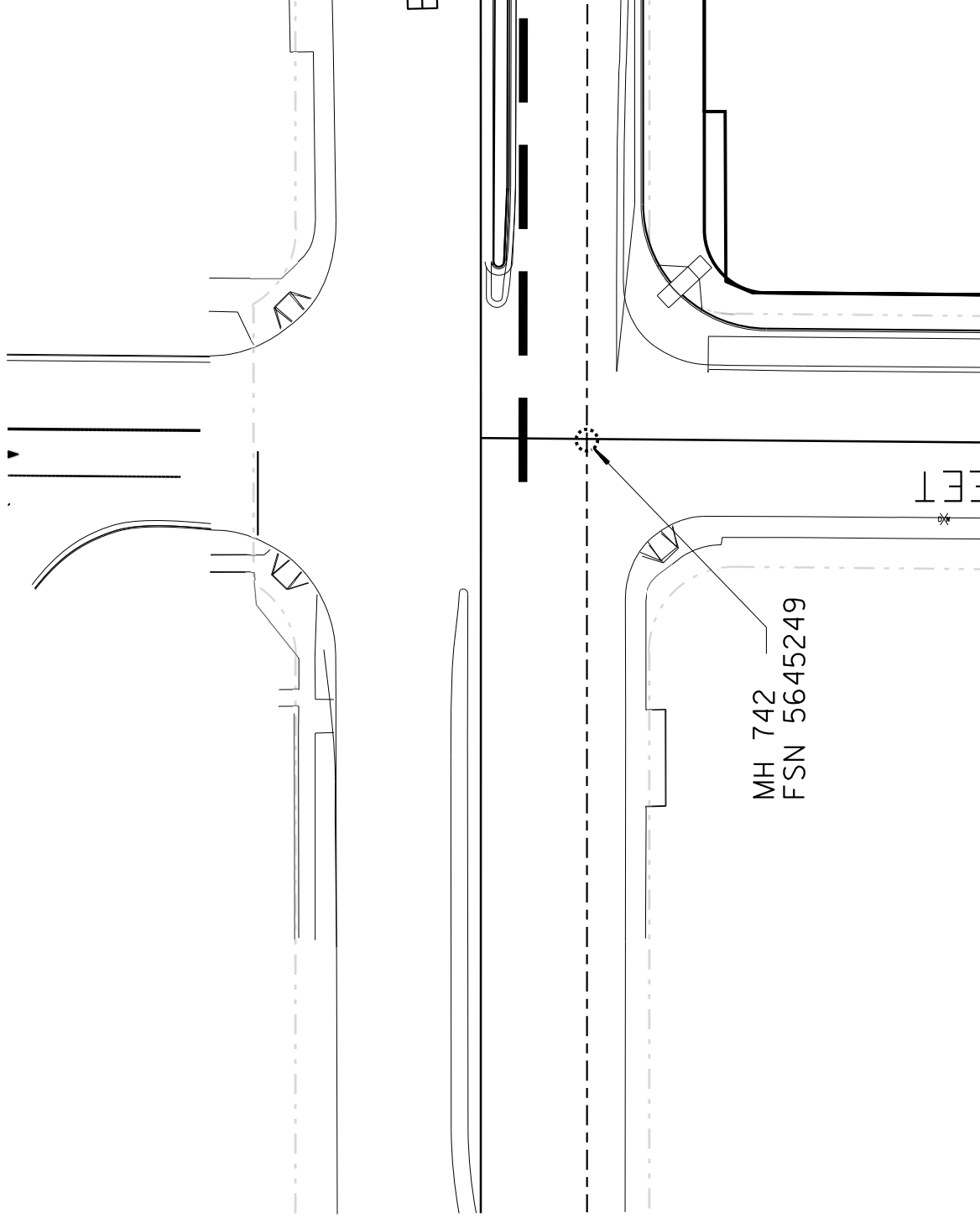
SECTION A-A

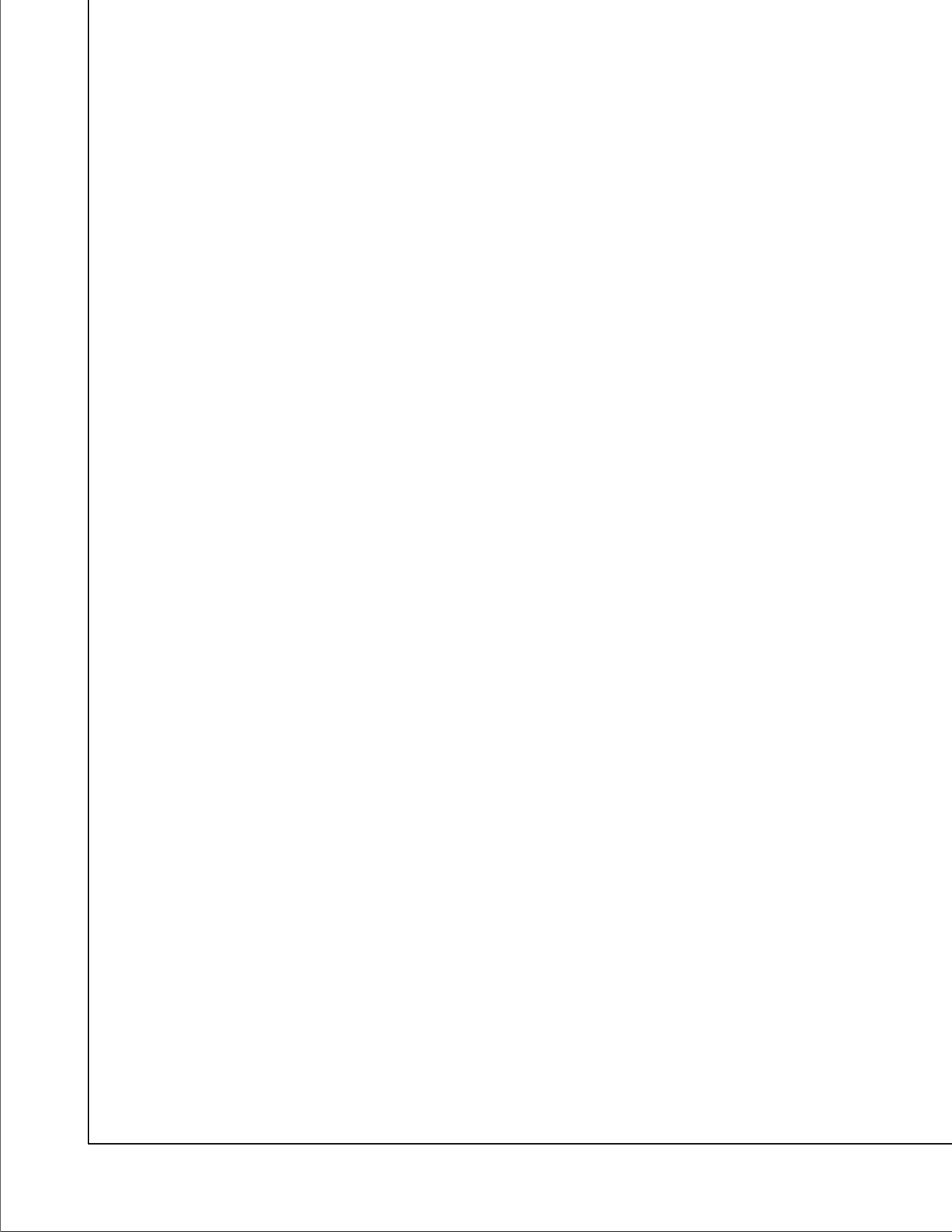


PLAN VIEW

APPENDIX P
BATCH DISCHARGE EXHIBIT

BATC





ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

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 Palm Engineering Construction, Co., Inc., herein called "Contractor" for construction of **Market St-47th to Euclid Complete St**; Bid No. **K-20-1837-DBB-3-A**; in the amount of **Seven Million Nine Hundred Fifty Six Thousand Five Hundred Ninety Dollars and Thirty Cents (\$7,956,590.30)**, which is comprised of the Base Bid, consisting of an amount not to exceed **\$7,956,590.30** for Phase I.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement, Long-Term Maintenance and Monitoring Agreement.
 - (e) That certain documents entitled **Market St-47th to Euclid Complete St**, on file in the office of the Public Works Department as Document No. **S-16061, B-17052, B-17054**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Market St-47th to Euclid Complete St**, Bid Number **K-20-1837-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances see WHITEBOOK, Section 7-3.10, Phased Funding Compensation.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

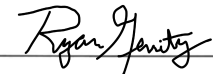
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

Print Name: Claudia C. Abarca
Deputy Director
Public Works Department

Print Name: Ryan P. Gerrity
Deputy City Attorney

Date: July 21, 2020

Date: 7/23/2020

CONTRACTOR

By 

Print Name: Basoul Shahbazi

Title: President

Date: 5/5/20

City of San Diego License No.: B2004010181

State Contractor's License No.: 853930

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100003218

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.

Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

**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

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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 7-13.3, "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

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American 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 7-13.4, ("Contractor Standards"), 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.

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:

Market St-47th to Euclid Complete St

(Project Title or Task)

as particularly described in said contract and identified as Bid No. **K-20-1837-DBB-3-A**; SAP No. (WBS/IO/CC) **S-16061, B-17052, B-17054**; 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: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- G. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**
- H. CONTRACTOR’S EXPERIENCE AND PAST PROJECT DOCUMENTATION (SEE SECTION 500-1.1.2.1 INITIAL SUBMITTALS FOR REQUIREMENTS)**
- I. MANUFACTURER AUTHORIZED INSTALLER CERTIFICATION (SEE SECTION 500-1.1.2.1 INITIAL SUBMITTALS FOR REQUIREMENTS)**
- J. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**
- K. NON-LOBBYING CERTIFICATION**
- L. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**
- M. DISCLOSURE OF LOBBYING ACTIVITIES**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That PALM ENGINEERING CONSTRUCTION COMPANY, INC. as Principal, and THE OHIO CASUALTY INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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


MARKET ST- 47TH TO EUCLID COMPLETE ST

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 27TH day of MARCH, 2020

PALM ENGINEERING CONSTRUCTION COMPANY, INC. (SEAL)
(Principal)

THE OHIO CASUALTY INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

RASOUL SHAHBAZI, PRESIDENT

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO }

On 3/27/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



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

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

Certificate No: 8201849-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra Figueroa, Mark D. Iatarola, Helen Maloney, John G. Maloney, Jessica Schmal

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2019.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of MARCH, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

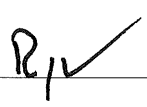
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Palm Engineering Construction Company, Inc.

Certified By Rasoul Shahbazi Title President
Name

Signature Date 04/01/20

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Palm Engineering Construction Company, Inc.			
Street Address	City	State	Zip
7330 Opportunity Road, Suite A, San Diego		CA	92111
Contact Person, Title		Phone	Fax
Rasoul Shahbazi, President		619-291-1495	619-291-0482

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.

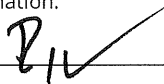
Name	Title/Position
Rasoul Shahbazi	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Chula Vista, CA	
Interest in the transaction	
100% Ownership of Palm Engineering Construction Company, Inc.	

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.

Rasoul Shahbazi, President



04/01/20

Print Name, Title

Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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 agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**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</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , 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
Rasoul Shahbazi	President

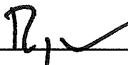
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last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

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

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

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

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

Contractor Name: Palm Engineering Construction Company, Inc.
 Certified By Rasoul Shahbazi Title President
 Name
 Signature Date 04/01/20

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

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
SEALRIGHT	
Frank T. Vasquez	President
Monique Vasquez	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
GOLDEN STATE BORING	
Jeffrey V. Johnson	President/RMO/CEO

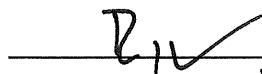
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
NULINE	
Dominic Burtech Jr	President/RMO/CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
PAYCO SPECIALTIES	
Rebecca LlewellynE	President/RMO/CEO
X AB HASHMI - Ahmad Hashmi	President/RMO/CEO

Contractor Name: Palm Engineering Construction Company, Inc.

Certified By Rasoul Shahbazi Title President
Name

Signature Date 04/01/20

USE ADDITIONAL FORMS AS NECESSARY

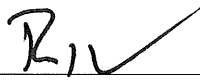
**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder Palm Engineering Construction Company, Inc.,
proposed Subcontractor _____

, hereby certifies that he has X _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has X _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Palm Engineering Construction Company, Inc.

Company

By 

Rasoul Shahbazi, President

Title

Date: 04/01/20

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES _____

NO X

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder, hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not X , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER “HAS” OR “HAS NOT”

IN ONE OF THE BLANK SPACES PROVIDED.

THE ABOVE STATEMENTS ARE PART OF THE PROPOSAL. SIGNING THIS PROPOSAL ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THESE STATEMENTS.

BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112, Non-Collusion Affidavit,” and the Title 49 Code of Federal Regulations, Part 29, “Debarment and Suspension Certification,” are true and correct.

NON-LOBBYING CERTIFICATION

(FOR FEDERAL-AID CONTRACTS)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontractors, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

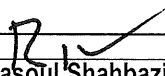
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment 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.

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

0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. Contract 1. Grant 2. Cooperative agreement 3. Loan 4. Loan guarantee 5. Loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____	
3. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Palm Engineering Construction Company, Inc. 7330 Opportunity Road, Suite A San Diego, CA 92111 Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
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, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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 fee <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: <p align="center">Palm Engineering Construction Company, Inc. does not engage in any lobbying activities</p> (attach Continuation Sheet(s) SF-LLL4, if necessary)					
15. Continuation Sheet(s) SF-LLL4 attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: <u>Rasoul Shahbazi</u> Title: <u>President</u> Telephone No.: <u>619-291-1495</u> Date: <u>04/01/20</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)	

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page _____ of _____

Empty reporting area for disclosure details.

Empty box for additional information or signature.

Standard Form - LLL-A

Authorized for Local Reproduction

City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM A



FOR

MARKET ST – 47TH TO EUCLID COMPLETE ST

BID NO.:	K-20-1837-DBB-3-A
SAP NO. (WBS/IO/CC):	S-16061, B-17052, B-17054
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	7
PROJECT TYPE:	ID, JA, KB
FEDERAL AID PROJECT NO.:	ATPL 5004 (201)

BID DUE DATE:

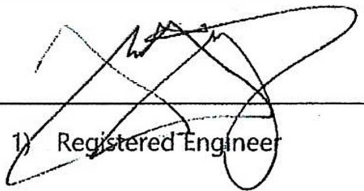
**2:00 PM
APRIL 1, 2020**

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 Engineer:


1) Registered Engineer

03/18/2020
Date

Seal:




2) For City Engineer

3/19/2020
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. NOTICE INVITING BIDS

1. To Notice Inviting Bids, item 3, Estimated Construction Cost, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is \$7,400,000

C. ATTACHMENTS

1. To Attachment D, Federal Highway (FHWA) Funding Agency Provisions, Item 10, Wage Rates, pages 43 through 75, **DELETE** in their entirety and **SUBSTITUTE** with pages 7 through 35 of this Addendum.

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 5, Utilities, Subsection 5-4, Relocation, Construction Schedule Table, pages 167 through 168, **DELETE** in their entirety and **SUBSTITUTE** with the following:

Utility	Contact	Lead time	Work Window	Stage of construction prior to Utility Work	Type of Work to be conducted by Utilities
SDG&E GAS	Robert Blackwell RBlackwell@sdge.com (619) 572 7352	4 weeks	3 weeks	Sewer line construction	Relocated gas valve.
		4 weeks	3 weeks	Paving	Adjust valves and covers to grade
SDG&E ELECTRIC	NMarsman@sdge.com (858) 636 6854	4 weeks	4 weeks	During construction when new sidewalk and parkway grade is made	Relocate electrical transformers, relocate utility pole

Utility	Contact	Lead time	Work Window	Stage of construction prior to Utility Work	Type of Work to be conducted by Utilities
SDG&E ELECTRIC	NMarsman@sdge.com (858) 636 6854	4 weeks	4 weeks	During Construction	Abandon Electric Line @ location 29+30
AT&T	Kerry Middaugh Km2549@att.com (619) 266 4651	4 weeks	4 weeks	During construction when new sidewalk and parkway grade is made	Relocate communication risers and vaults
AT&T	Kerry Middaugh Km2549@att.com (619) 266 4651	4 weeks	2 weeks	Paving	Adjust manhole to grade
COX	Robert Mote Robert.mote3@cox.com (858) 592 4018	4 weeks	2 weeks	During construction when new sidewalk and parkway grade is made	Relocate Facilities @Locations: 20+10, 30+36, 105+00, 401+29, 20+10
		4 weeks	2 weeks	During construction when new sidewalk and parkway grade is made	Replace & Adjust Facilities in Place @ Locations: 15+85, 34+00, 34+65, 36+59, 109+44, 110+44

2. To Section 7, Responsibilities of the Contractor, Subsection 7-5.3, MTS Permit, item 5, page 185, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 5. Training costs and MTS Jack and Bore Design Criteria submittal costs will be included as part of the bid item(s) unit cost which require work in MTS right of way.

3. To Section 7, Responsibilities of the Contractor, Subsection 7-5.4, Payment, item 1, subitem i, page 186, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - i. The Contractor shall be responsible for filing the permit application with MTS (<https://www.sdmts.com/business-center/permits>) or their designated representative, pulling the permit prior to construction, and supplying any information required by MTS in the processing of the permit, including construction method and insurance information. The contractor shall notify the City's Resident Engineer prior to making the initial MTS Permit submittal.

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	Unit Price
Main Bid	237310	MTS Allowance (EOC Type 1)	AL	1	7-5.4	\$10,000 \$4,000
Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	3190 3108	302-5.2.1	
Main Bid	237110	Large Water Main Abandonment	LF	757 480	306-3.3.3	
Main Bid	237110	Water Main (16 Inch, Class C-900 DR-18)	LF	1,722 1,590	306-15.1	
Main Bid	237110	Water Service (1 Inch, Copper)	EA	25 24	306-15.8	
Main Bid	237110	Blow-Off Valve Assembly (4 Inch)	EA	2 4	306-15.8	
Main Bid	237110	Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	4 2	306-15.10	

Section	Item Code	Description	UoM	Quantity	Payment Reference	Unit Price
Main Bid	237110	Water Main by Jacking Operation with Steel Casing (16 Inch, 30 inch casing)	LF	236 80	307-1.7	
Main Bid	238210	Adjust Existing Pull Box to Grade	EA	4 3	701-2	

F. PLANS

1. Drawing Sheets numbered 40810-01-D, 40810-04-D, 40810-05-D, 40810-06-D, 40810-18-D, 40810-26-D, 40810-49-D, 40810-60-D, **DELETE** in their entirety and **REPLACE** with pages 36 through 43 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *March 20, 2020*
San Diego, California

JN/RWB/mlw

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

"General Decision Number: CA20200001 03/06/2020

Superseded General Decision Number: CA20190001

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	03/06/2020

ASBE0005-002 09/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	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)....	\$ 20.63	12.17

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

BRCA0004-008 11/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 38.21	17.44

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 42.34	19.17
(2) Commercial Building....	\$ 37.11	19.17
(3) Heavy & Highway.....	\$ 42.21	19.17
(4) Residential Carpenter..	\$ 29.69	19.17
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 48.71	19.17
PILEDRIVERMAN.....	\$ 42.34	19.17

CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 22.95	18.85
Drywall Stocker/Scrapper...	\$ 12.50	12.27

	Rates	Fringes
(2) All other work		
Drywall Installer/Lather...\$	32.00	17.63
Drywall Stocker/Scrapper...\$	12.50	12.27

ELEC0569-001 06/03/2019

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....\$	50.81	3%+13.63
Electrician.....\$	50.06	3%+13.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....\$	45.75	3%+14.88
Electrician.....\$	45.00	3%+14.88

ELEC0569-004 08/26/2019

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....\$	32.95	13.02
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

ELEC0569-005 08/26/2019

	Rates	Fringes
Sound & Communications		
Sound Technician.....\$	32.95	13.02
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 10/01/2018

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.....	\$ 32.44	8.67
Utility Technician #2.....	\$ 27.05	8.51

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 06/03/2019

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 34.69	7.65

* ELEC1245-001 01/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.74
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.55
(3) Groundman.....	\$ 35.47	18.17
(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 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.40	34.765+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 Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
	Rates	Fringes
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25

GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

waterjet cutting tool system mechanic; Water pull
(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types- Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

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 07/01/2019

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 32.92	19.54
Group 2.....	\$ 33.60	19.54
Group 3.....	\$ 34.31	19.54
Group 4.....	\$ 35.11	19.54
Group 5.....	\$ 37.04	19.54
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	17.87
	Rates	Fringes
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 29.53	17.87

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

LABORER CLASSIFICATIONS

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

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

sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, 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, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

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

LABO0089-002 11/01/2019

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 32.00	18.28

LABO0089-004 07/01/2019		

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 34.04	19.54
Group 2.....	\$ 34.50	19.54
Group 3.....	\$ 34.91	19.54
Group 4.....	\$ 35.75	19.54
Group 5.....	\$ 39.02	19.54

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank

scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

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

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

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

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

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 07/01/2019

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 44.05	18.42
GROUP 2.....	\$ 43.10	18.42
GROUP 3.....	\$ 39.56	18.42

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		

	Rates	Fringes
(1) Drilling Crew Laborer...\$	36.70	15.05
(2) Vehicle Operator/Hauler.\$	36.87	15.05
(3) Horizontal Directional Drill Operator.....\$	38.72	15.05
(4) Electronic Tracking Locator.....\$	40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....\$	37.91	18.06
GROUP 2.....\$	39.21	18.06
GROUP 3.....\$	41.22	18.06
GROUP 4.....\$	42.96	18.06

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 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

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 07/01/2019

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 28.59	15.97
(2) All Other Work.....	\$ 32.12	16.09

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

PAIN0036-010 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 35.69	17.10
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 25.11	17.06

* PAIN0036-012 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 44.55	17.06

* PAIN0036-019 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.27	17.24

PLAS0200-005 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

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	21.12
GROUP 2.....	\$ 27.99	21.12
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 09/01/2018

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 54.63	22.16
Plumber and Pipefitter		

Rates Fringes

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.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 40.23	18.08

PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 34.40	23.05

ROOF0045-001 07/01/2019

	Rates	Fringes
ROOFER.....	\$ 34.25	9.10

SFCA0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.57	23.19

SHEE0206-001 07/01/2019

	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 40.94	28.51
Except Camp Pendleton.....	\$ 38.94	28.51
Sheet Metal Technician.....	\$ 29.25	8.87

SHEET METAL TECHNICIAN - SCOPE:

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

 TEAM0166-001 09/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69
GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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"

MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT PROJECT FEDERAL-AID PROJECT ID: ATPL (5004)(201)

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED OR SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLANS ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL "POTHOLE" ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSINGS AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL ADVANCE METERING INFRASTRUCTURE (AM) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- PROVIDE A CORROSION PREVENTATIVE COATING ON ALL DUCTILE IRON PIPE AND FITTINGS, INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS, FLANGE BOLTS, AND VALVES PER CONTRACT SPECIFICATIONS.

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 4.0 ACRES
HYDROLOGIC UNIT/ WATERSHED PUEBLO SAN DIEGO/ SAN DIEGO BAY
HYDROLOGIC SUBAREA NAME & NO. CHOLLAS 908.22
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
TRADITIONAL: RISK LEVEL 2 3
LUP: RISK TYPE 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

MTS STANDARD CONSTRUCTION NOTES

- A RIGHT OF ENTRY (ROE) PERMIT IS NECESSARY WHEN ENTERING MTS / SAN DIEGO AND ARIZONA EASTERN (SD&AE) RIGHT-OF-WAY (MTS R/W), INCLUDING AIRSPACE, FOR ANY PURPOSE. A ROE PERMIT IS ALSO REQUIRED WHEN WORKING IN PUBLIC RIGHT-OF-WAY OCCUPIED BY MTS / SD&AE FACILITIES. INFORMATION TO APPLY FOR ROE CAN BE OBTAINED FROM MTS'S WEBSITE AT: [HTTP://WWW.SDMTS.COM/BUSINESS/PERMITS.ASP](http://www.sdmmts.com/business/permits.asp) OR CONTACT MTS RIGHT OF WAY SERVICES AT TEL. (619) 557-4501. APPLICANT/CONTRACTOR IS REFERRED TO AS THE "PERMITTEE".
- CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, POLLUTION LIABILITY (IF APPLICABLE), PROFESSIONAL LIABILITY (IF APPLICABLE), AND WORKMAN'S COMPENSATION MUST BE SUBMITTED AND APPROVED BY MTS BEFORE THE PERMIT WILL BE PROCESSED. FULL INSURANCE REQUIREMENT GUIDELINES CAN BE ACCESSED FROM THE MTS WEBSITE NOTED ABOVE.
- MOST GENERAL LIABILITY INSURANCE POLICIES DO NOT COVER RAILROADS. ANY EXCLUSIONS RELATING TO PERFORMANCE OF OPERATIONS WITHIN THE VICINITY OF ANY RAILROAD, BRIDGE, TRESTLE, TRACK, ROADBED, TUNNEL, UNDERPASS, OR CROSSING MUST BE DELETED FROM ALL POLICIES BY ENDORSEMENT. ADDITIONALLY, A SEPARATE RAILROAD PROTECTIVE LIABILITY POLICY WILL MOST LIKELY BE REQUIRED AFTER PROJECT REVIEW AS DEEMED NECESSARY BY MTS.
- ALL PERSONNEL PERFORMING WORK ON MTS R/W OR ENTERING MTS R/W SHALL REQUIRE PROPER MTS RAIL SAFETY TRAINING CERTIFICATION PRIOR TO ENTERING MTS R/W. ANY CONTRACTORS OR SUBCONTRACTORS PERFORMING WORK ON BEHALF OF PERMITTEE, SHALL BE DEEMED AS AGENTS OF PERMITTEE AND SHALL REQUIRE SAID TRAINING AS WELL. FOR TRAINING INFORMATION, EMAIL RWSTESDMTS.COM. TRAINING CERTIFICATION IS VALID FOR ONE YEAR AND IS CONFINED TO MTS/SD&AE FACILITIES ONLY.
- PERMITTEE SHALL PROVIDE MTS WITH AN APPROVED SET OF TRAFFIC CONTROL PLANS THAT CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND COMPLY IN PARTICULAR WITH PART 8 "TRAFFIC CONTROL FOR RAILROAD AND LIGHT RAIL TRANSIT GRADE CROSSINGS".
- IF PROJECT INVOLVES CASING SLEEVES UNDER RAILROAD TRACKS AND ACROSS MTS R/W, PERMITTEE SHALL ADHERE TO MTS JACK AND BORE DESIGN CRITERIA AND CONSTRUCTION NOTES.
- A PRE-CONSTRUCTION MEETING WILL BE REQUIRED WITH MTS/SDTI PRIOR TO WORK COMMENCING WITHIN MTS R/W. A WRITTEN NOTICE OF PLANNED START OF WORK MUST BE SUBMITTED TO MTS A MINIMUM OF FIVE (5) BUSINESS DAYS PRIOR TO WORK STARTING IN MTS R/W. ALL WORK WILL BE STOPPED AND PERMITTEE WILL NOT BE ALLOWED IN MTS R/W WITHOUT PROPER NOTIFICATION.
- PERMITTEE'S ON-SITE SUPERVISION SHALL RETAIN/MAINTAIN A FULLY EXECUTED COPY OF THE RIGHT OF ENTRY PERMIT AT ALL TIMES WHILE ON MTS R/W.
- SDTI RAIL FLAGGING WILL BE REQUIRED ANYTIME WORK IS WITHIN FIFTEEN (15) FEET OF ANY OPERABLE TRACK INCLUDING AIRSPACE OR AS DEEMED NECESSARY BY MTS. A SDTI FLAG PERSON / RIGHT-OF-WAY WORK REQUEST FORM MUST BE SUBMITTED TO SDTI A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO ANTICIPATED WORK. FORMS ARE ATTACHED TO THE ROE PERMIT OR CAN BE REQUESTED THROUGH MTS RIGHT OF WAY SERVICES.
- A SDTI TRACTION POWER SHUTDOWN MAY BE NECESSARY FOR THE WORK ZONE TO PROTECT AND MAINTAIN THE REQUIRED TEN (10) FOOT CLEARANCE FROM TROLLEY OVERHEAD HIGH VOLTAGE CATENARY SYSTEM (OCS). PERMITTEE SHALL SUBMIT A SDTI RED TAG/ TRACTION POWER REMOVAL REQUEST FORM TO SDTI AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF WORK. POWER SHUTDOWNS SHALL ONLY BE ALLOWED DURING NON-OPERATING TROLLEY HOURS. FORMS ARE ATTACHED TO THE ROE PERMIT OR CAN BE REQUESTED THROUGH MTS RIGHT OF WAY SERVICES.
- PERMITTEE SHALL CONTACT AND SCHEDULE DIG-ALERT AND CABLE PIPE AND LEAK ("CPL") PRIOR TO ANY EXCAVATION IN MTS R/W. PERMITTEE SHALL NOTIFY MTS A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO THE SCHEDULED UTILITY MARKOUT REQUEST AND SHALL SUBMIT A SDTI FLAG PERSON / RIGHT-OF-WAY WORK REQUEST FORM. SDTI PERSONNEL SHALL ACCOMPANY CPL FOR ANY MARKOUT OF TROLLEY FACILITIES.
- PERMITTEE SHALL ADHERE TO CONSTRUCTION AND SAFETY STANDARDS REQUIRED BY MTS OF THEIR CONTRACTORS WHEN WORKING WITHIN MTS R/W.
- PERMITTEE SHALL PERFORM ALL WORK IN ACCORDANCE WITH APPLICABLE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) AND CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (CAL-OSHA) REGULATIONS, MTS LRT DESIGN CRITERIA, AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION (AREMA) STANDARD SPECIFICATIONS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) GUIDELINES AND MTS, SDTI AND SD&V OPERATIONS AND SAFETY POLICIES.
- PERMITTEE AGREES THAT NO WORK BY HIMSELF OR HIS AUTHORIZED AGENT WILL INTERFERE WITH RAILROAD/TROLLEY OPERATIONS.
- PERMITTEE AGREES TO COORDINATE ON A DAILY BASIS A REASONABLE ACCESS TO ALL MTS/SD&AE FACILITIES WITH CONTRACT OPERATORS, SDTI, AND SD&V. SDTI TROLLEY OPERATIONS ARE GENERALLY FROM THE HOURS OF 4:00 A.M. TO 2:00 A.M. THE FOLLOWING DAY. SD&V FREIGHT TRAINS NORMAL OPERATIONS ARE DURING NON-TROLLEY HOURS.
- PERMITTEE SHALL MAINTAIN SAFE PEDESTRIAN ACCESS TO ALL TROLLEY PLATFORMS AND BUS STOPS AT ALL TIMES. A MINIMUM FIVE (5) FOOT WIDE ACCESSIBLE PEDESTRIAN PATH THROUGH THE CONSTRUCTION SITE SHALL BE MAINTAINED AT ALL TIMES. THE CONSTRUCTION BOUNDARY SHALL CONSIST OF A TOP AND BOTTOM RAIL CONSTRUCTED OF PLASTIC PIPE, OSHA PLASTIC MESH, OR APPROVED EQUAL. YELLOW CAUTION TAPE IS NOT ACCEPTABLE.
- PERMITTEE SHALL NOT STORE EQUIPMENT, TOOLS, AND MATERIALS WITHIN FIFTEEN (15) FEET FROM TROLLEY OPERABLE TRACK AND WITHIN TWENTY-FIVE (25) FEET FROM FREIGHT TRACK OPERATIONS.
- PERMITTEE SHALL NOT USE OR STORE HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR PETROLEUM OR OIL AS DEFINED BY APPLICABLE ENVIRONMENTAL LAWS ON MTS R/W.

MTS STANDARD CONSTRUCTION NOTES (CONTINUED)

- NO VEHICULAR CROSSING OVER TRACKS SHALL BE INSTALLED OR USED BY PERMITTEE WITHOUT PRIOR WRITTEN PERMISSION OF RAILROAD.
- A WRITTEN NOTICE SHALL BE SUBMITTED TO MTS ONE (1) BUSINESS DAY AFTER WORK IS COMPLETED WITHIN MTS R/W. ANY ADDITIONAL WORK REQUIRED TO REPLACE OR REPAIR THE RAILROAD FACILITIES IN GOOD WORKING ORDER WILL BE THE PERMITTEE'S RESPONSIBILITY PRIOR TO RELIEF FROM MAINTENANCE WITHIN THE PERMIT AREA.
- PERMITTEE SHALL REMOVE ALL OF PERMITTEE'S TOOLS, EQUIPMENT, AND MATERIALS FROM RAILROAD PREMISES PROMPTLY UPON COMPLETION OF WORK AND SHALL RESTORE ALL FACILITIES, IMPROVEMENTS, LANDSCAPING, ETC., TO THEIR ORIGINAL CONDITION OR AS SHOWN ON PROJECT WORK SITE PLANS.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND THE STANDARD DRAWINGS OF THE CITY OF SAN DIEGO: CONSTRUCTION OF COMPLETE STREET ELEMENTS ALONG MARKET STREET, EUCLID AVENUE AND GUYMON STREET THAT INCLUDE WIDENED STREETS AND/OR SIDEWALKS, HARDSCAPE AND LANDSCAPE INSTALLATION, SIGNING AND STRIPING, SANDBLASTING OVER EXISTING SIDEWALK. WATER AND SEWER PIPELINE REPLACEMENT ON EUCLID AVENUE BETWEEN NARANJA STREET AND GUYMON STREET.

FIELD DATA

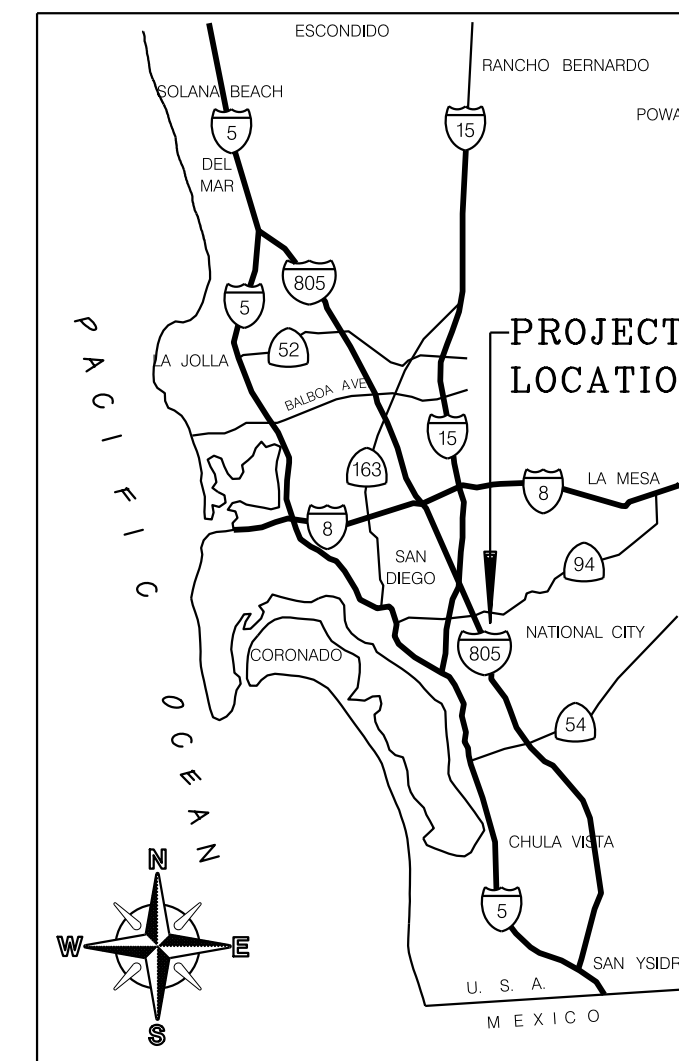
TOPOGRAPHIC SOURCE: BASED ON FIELD SURVEY PERFORMED BY THE CITY OF SAN DIEGO SURVEYING DIVISION ON 12/12/2017, WORK ORDER NUMBER S-16061
BENCHMARK: BP SE'LY CORNER OF BRIDGE, EUCLID AVE & HILLTOP DR
ELEV.=162.71
BASIS OF BEARINGS / COORDINATES:
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R.O.F S.14492 NAD 83 FEET. ZONE 6(EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2017 AND CONSTRAINING TO GPS 246 & GPS 17, I.E. N 1029°53'W.
DATUM: MEAN SEA LEVEL
REFERENCES:
SUBDIVISION MAPS: 283; 1129; 1804; 1988; 2052; 2053; 3125; 3130; 3842; 4562; 5233; 5472;
PARCEL MAPS: 635; 2407; 13926; 16875; 18812; 18844; 20520; 20686; 21020; 21146
RECORDS OF SURVEY: 9086; 10337; 10789; 12421; 17177; 17310
CORNER RECORDS: 35510; 37317; 39170
CITY DRAWINGS: 00019-C; 1004-D; 4447-B; 8755-B; 8826-B; 9461-B; 9960-D; 10138-D; 10731-B; 11768-B; 13271-L; 13272-L; 13524-B; 14943-B; 15367-B; 15905-D; 15972-D; 17404-B

STREET CLASSIFICATION

MARKET STREET:
MAJOR, ADT=11,461
GUYMON STREET:
COLLECTOR, ADT=NOT AVAILABLE
EUCLID AVENUE:
MAJOR, ADT=22,353
NARANJA STREET:
COLLECTOR, ADT= 3,047
UVAS STREET:
COLLECTOR, ADT=NOT AVAILABLE

REFERENCE:

01257-D-000 13198-D-000
01539-D-000 15972-002-D
02572-D-000 15972-D-003
04274-D-000 16605-2-D
10388-D-003 24914-D-003
10480-D-004 24914-D-004
10797-D-001 26285-D-019
10897-D-004 30085-D-003
11037-00-D 30085-D-004
11789-D-001 32259-D-002
11960-D-003 32259-D-004
11960-D-004
11960-D-005



VICINITY MAP
NOT TO SCALE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

ROBERTO RICARDO RUIZ-SALAS
1-24-20
DATE

G-01

AS-BUILT INFORMATION		PLANS FOR THE CONSTRUCTION OF MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT																		
MATERIALS	MANUFACTURER	COVER SHEET																		
-	-	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 01 OF 112 SHEETS																		
-	-																			
-	-																			
-	-																			
CONSULTANT		SPEC. NO. 1837A	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 01 OF 112 SHEETS		WBS S-16061 WATER B-17052 SEWER B-17054															
KIMLEY-HORN & ASSOCIATES 401B STREET, SAN DIEGO 92101 (619) 234-9411		1-24-20	APPROVED: <i>[Signature]</i> FOR CITY ENGINEER BRADLEY JOHNSON PRINT DCE NAME: _____ DATE: 1/30/2020 DATE: _____ RCE# 45836	SUBMITTED BY: HOSSAI SHERZAI PROJECT ENGINEER CHECKED BY: HOSSAI SHERZAI PROJECT ENGINEER																
				<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>FILMED</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL</td> <td>KHA</td> <td><i>[Signature]</i></td> <td>1/30/20</td> <td></td> </tr> <tr> <td>ADDENDUM A</td> <td>KHA</td> <td><i>[Signature]</i></td> <td>3/19/20</td> <td></td> </tr> </tbody> </table>		DESCRIPTION	BY	APPROVED	DATE	FILMED	ORIGINAL	KHA	<i>[Signature]</i>	1/30/20		ADDENDUM A	KHA	<i>[Signature]</i>	3/19/20	
DESCRIPTION	BY	APPROVED	DATE	FILMED																
ORIGINAL	KHA	<i>[Signature]</i>	1/30/20																	
ADDENDUM A	KHA	<i>[Signature]</i>	3/19/20																	
		CONTRACTOR INSPECTOR		DATE STARTED _____ DATE COMPLETED _____																

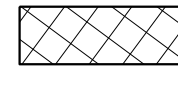
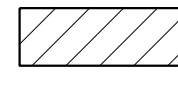

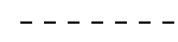
CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
A	3/13/2020	1, 4, 5, 6, 18, 26, 49, 60	

WARNING
0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

The City of **SAN DIEGO** Transportation Storm Water

MARKET: 47TH ST TO EUCLID COMPLETE STREET

DEMOLITION LEGEND

-  REMOVE VEGETATION, DEBRIS, CHAIN LINK FENCE AND OTHER MATERIAL IN CONFLICT WITH PROPOSED IMPROVEMENTS. SEE GENERAL DEMOLITION NOTE 5 FOR EXISTING IRRIGATION CONFLICTS.
-  CONCRETE REMOVAL (INCLUDES CURB & GUTTER, CURB RAMP, SIDEWALKS, DRIVEWAYS, CROSS GUTTERS, CONCRETE TRENCH, CAPS WITHIN THE STREET PAVEMENT, AND OTHER CONCRETE SURFACING IN CONFLICT WITH THE PROPOSED IMPROVEMENTS).
-  FULL DEPTH ASPHALT PAVEMENT, CONCRETE, DECORATIVE PAVERS, AND BASE COURSE REMOVAL.
-  SAWCUT LINE

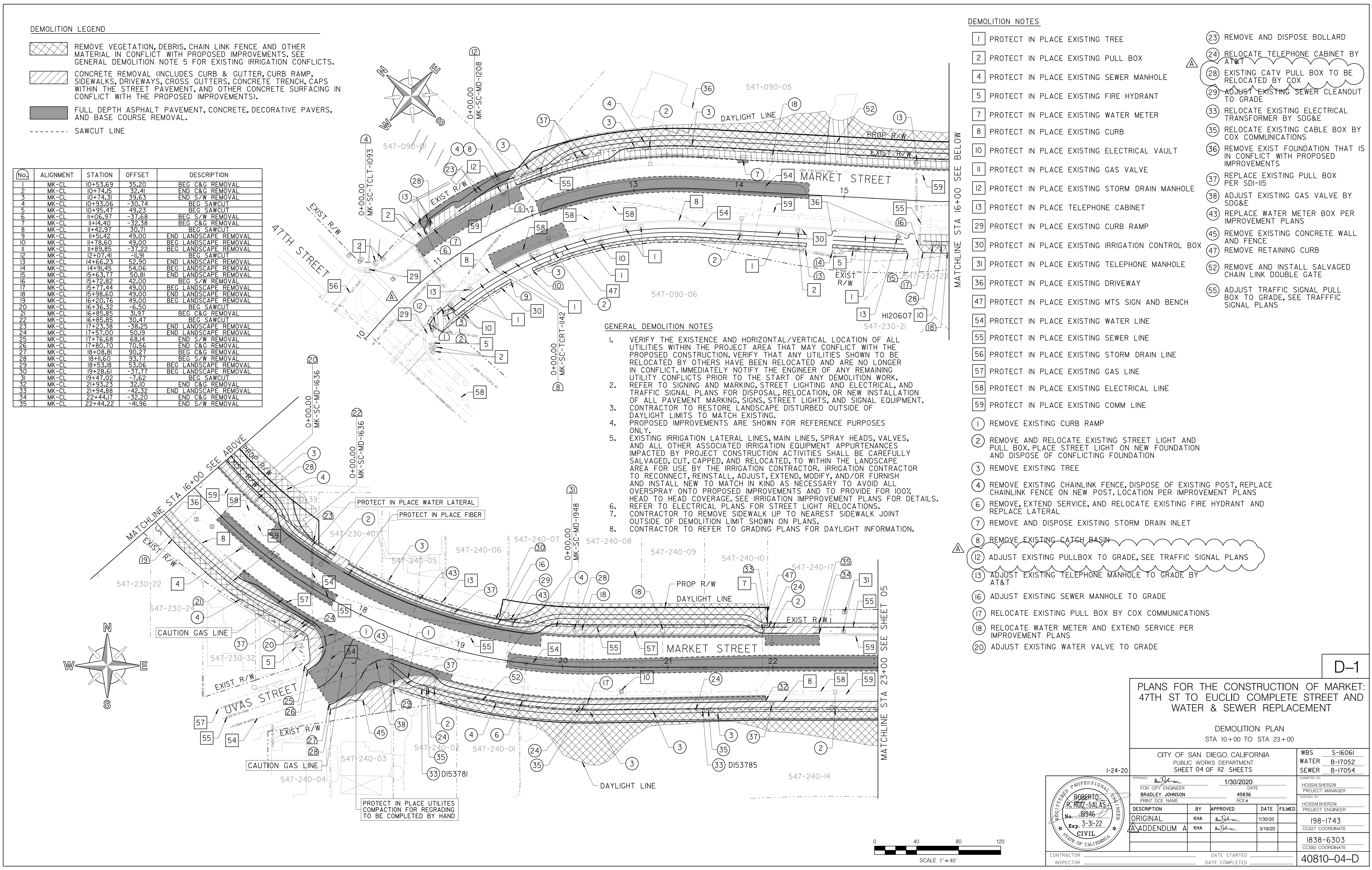
(No.)	ALIGNMENT	STATION	OFFSET	DESCRIPTION
1	MK-CL	10+53.69	35.20	BEG C&G REMOVAL
2	MK-CL	10+74.15	32.41	END C&G REMOVAL
3	MK-CL	10+74.31	39.63	END S/W REMOVAL
4	MK-CL	10+93.06	-30.74	BEG SAWCUT
5	MK-CL	10+95.47	49.23	BEG SAWCUT
6	MK-CL	11+06.97	-37.68	BEG S/W REMOVAL
7	MK-CL	11+14.40	-32.38	BEG C&G REMOVAL
8	MK-CL	11+42.97	30.71	BEG SAWCUT
9	MK-CL	11+51.42	49.00	END LANDSCAPE REMOVAL
10	MK-CL	11+78.60	49.00	BEG LANDSCAPE REMOVAL
11	MK-CL	11+89.85	-37.22	BEG LANDSCAPE REMOVAL
12	MK-CL	12+07.41	-11.91	BEG SAWCUT
13	MK-CL	14+66.23	52.90	END LANDSCAPE REMOVAL
14	MK-CL	14+91.45	54.06	BEG LANDSCAPE REMOVAL
15	MK-CL	15+63.77	50.81	END LANDSCAPE REMOVAL
16	MK-CL	15+72.82	42.00	BEG S/W REMOVAL
17	MK-CL	15+77.44	49.00	BEG LANDSCAPE REMOVAL
18	MK-CL	15+98.60	49.00	END LANDSCAPE REMOVAL
19	MK-CL	16+20.76	49.00	BEG LANDSCAPE REMOVAL
20	MK-CL	16+36.32	-6.50	BEG SAWCUT
21	MK-CL	16+85.85	31.97	BEG C&G REMOVAL
22	MK-CL	16+85.85	30.47	BEG SAWCUT
23	MK-CL	17+23.38	-38.25	END LANDSCAPE REMOVAL
24	MK-CL	17+57.00	50.19	END LANDSCAPE REMOVAL
25	MK-CL	17+76.68	68.14	END S/W REMOVAL
26	MK-CL	17+80.70	70.56	END C&G REMOVAL
27	MK-CL	18+08.81	90.27	BEG C&G REMOVAL
28	MK-CL	18+11.60	93.77	BEG S/W REMOVAL
29	MK-CL	18+53.18	53.06	BEG LANDSCAPE REMOVAL
30	MK-CL	19+28.61	-37.77	BEG LANDSCAPE REMOVAL
31	MK-CL	19+47.02	-7.62	BEG SAWCUT
32	MK-CL	21+33.23	32.10	END C&G REMOVAL
33	MK-CL	21+94.88	-42.32	END LANDSCAPE REMOVAL
34	MK-CL	22+44.17	-32.20	END C&G REMOVAL
35	MK-CL	22+44.22	-41.96	END S/W REMOVAL

DEMOLITION NOTES

- 1 PROTECT IN PLACE EXISTING TREE
- 2 PROTECT IN PLACE EXISTING PULL BOX
- 4 PROTECT IN PLACE EXISTING SEWER MANHOLE
- 5 PROTECT IN PLACE EXISTING FIRE HYDRANT
- 7 PROTECT IN PLACE EXISTING WATER METER
- 8 PROTECT IN PLACE EXISTING CURB
- 10 PROTECT IN PLACE EXISTING ELECTRICAL VAULT
- 11 PROTECT IN PLACE EXISTING GAS VALVE
- 12 PROTECT IN PLACE EXISTING STORM DRAIN MANHOLE
- 13 PROTECT IN PLACE TELEPHONE CABINET
- 29 PROTECT IN PLACE EXISTING CURB RAMP
- 30 PROTECT IN PLACE EXISTING IRRIGATION CONTROL BOX
- 31 PROTECT IN PLACE EXISTING TELEPHONE MANHOLE
- 36 PROTECT IN PLACE EXISTING DRIVEWAY
- 47 PROTECT IN PLACE EXISTING MTS SIGN AND BENCH
- 54 PROTECT IN PLACE EXISTING WATER LINE
- 55 PROTECT IN PLACE EXISTING SEWER LINE
- 56 PROTECT IN PLACE EXISTING STORM DRAIN LINE
- 57 PROTECT IN PLACE EXISTING GAS LINE
- 58 PROTECT IN PLACE EXISTING ELECTRICAL LINE
- 59 PROTECT IN PLACE EXISTING COMM LINE
- 1 REMOVE EXISTING CURB RAMP
- 2 REMOVE AND RELOCATE EXISTING STREET LIGHT AND PULL BOX. PLACE STREET LIGHT ON NEW FOUNDATION AND DISPOSE OF CONFLICTING FOUNDATION
- 3 REMOVE EXISTING TREE
- 4 REMOVE EXISTING CHAINLINK FENCE, DISPOSE OF EXISTING POST, REPLACE CHAINLINK FENCE ON NEW POST. LOCATION PER IMPROVEMENT PLANS
- 6 REMOVE, EXTEND SERVICE, AND RELOCATE EXISTING FIRE HYDRANT AND REPLACE LATERAL
- 7 REMOVE AND DISPOSE EXISTING STORM DRAIN INLET
- 8 REMOVE EXISTING CATCH BASIN
- 12 ADJUST EXISTING PULLBOX TO GRADE, SEE TRAFFIC SIGNAL PLANS
- 13 ADJUST EXISTING TELEPHONE MANHOLE TO GRADE BY AT&T
- 16 ADJUST EXISTING SEWER MANHOLE TO GRADE
- 17 RELOCATE EXISTING PULL BOX BY COX COMMUNICATIONS
- 18 RELOCATE WATER METER AND EXTEND SERVICE PER IMPROVEMENT PLANS
- 20 ADJUST EXISTING WATER VALVE TO GRADE
- 23 REMOVE AND DISPOSE BOLLARD
- 24 RELOCATE TELEPHONE CABINET BY AT&T
- 28 EXISTING CATV PULL BOX TO BE RELOCATED BY COX
- 29 ADJUST EXISTING SEWER CLEANOUT TO GRADE
- 33 RELOCATE EXISTING ELECTRICAL TRANSFORMER BY SDG&E
- 35 RELOCATE EXISTING CABLE BOX BY COX COMMUNICATIONS
- 36 REMOVE EXIST FOUNDATION THAT IS IN CONFLICT WITH PROPOSED IMPROVEMENTS
- 37 REPLACE EXISTING PULL BOX PER SDI-I15
- 38 ADJUST EXISTING GAS VALVE BY SDG&E
- 43 REPLACE WATER METER BOX PER IMPROVEMENT PLANS
- 45 REMOVE EXISTING CONCRETE WALL AND FENCE
- 47 REMOVE RETAINING CURB
- 52 REMOVE AND INSTALL SALVAGED CHAIN LINK DOUBLE GATE
- 55 ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE, SEE TRAFFIC SIGNAL PLANS

GENERAL DEMOLITION NOTES

1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
2. REFER TO SIGNING AND MARKING, STREET LIGHTING AND ELECTRICAL, AND TRAFFIC SIGNAL PLANS FOR DISPOSAL, RELOCATION, OR NEW INSTALLATION OF ALL PAVEMENT MARKING, SIGNS, STREET LIGHTS, AND SIGNAL EQUIPMENT. CONTRACTOR TO RESTORE LANDSCAPE DISTURBED OUTSIDE OF DAYLIGHT LIMITS TO MATCH EXISTING.
3. PROPOSED IMPROVEMENTS ARE SHOWN FOR REFERENCE PURPOSES ONLY.
4. EXISTING IRRIGATION LATERAL LINES, MAIN LINES, SPRAY HEADS, VALVES, AND ALL OTHER ASSOCIATED IRRIGATION EQUIPMENT APPURTENANCES IMPACTED BY PROJECT CONSTRUCTION ACTIVITIES SHALL BE CAREFULLY SALVAGED, CUT, CAPPED, AND RELOCATED, TO WITHIN THE LANDSCAPE AREA FOR USE BY THE IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR TO RECONNECT, REINSTALL, ADJUST, EXTEND, MODIFY, AND/OR FURNISH AND INSTALL NEW TO MATCH IN KIND AS NECESSARY TO AVOID ALL OVERSPRAY ONTO PROPOSED IMPROVEMENTS AND TO PROVIDE FOR 100% HEAD TO HEAD COVERAGE. SEE IRRIGATION IMPROVEMENT PLANS FOR DETAILS. REFER TO ELECTRICAL PLANS FOR STREET LIGHT RELOCATIONS.
5. CONTRACTOR TO REMOVE SIDEWALK UP TO NEAREST SIDEWALK JOINT OUTSIDE OF DEMOLITION LIMIT SHOWN ON PLANS.
6. CONTRACTOR TO REFER TO GRADING PLANS FOR DAYLIGHT INFORMATION.



DEMOLITION PLAN

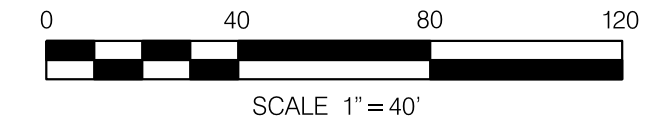
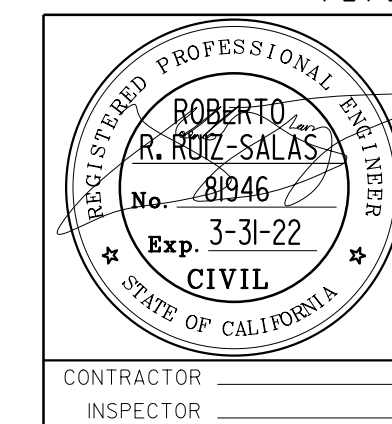
D-1

PLANS FOR THE CONSTRUCTION OF MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT

DEMOLITION PLAN
STA 10+00 TO STA 23+00

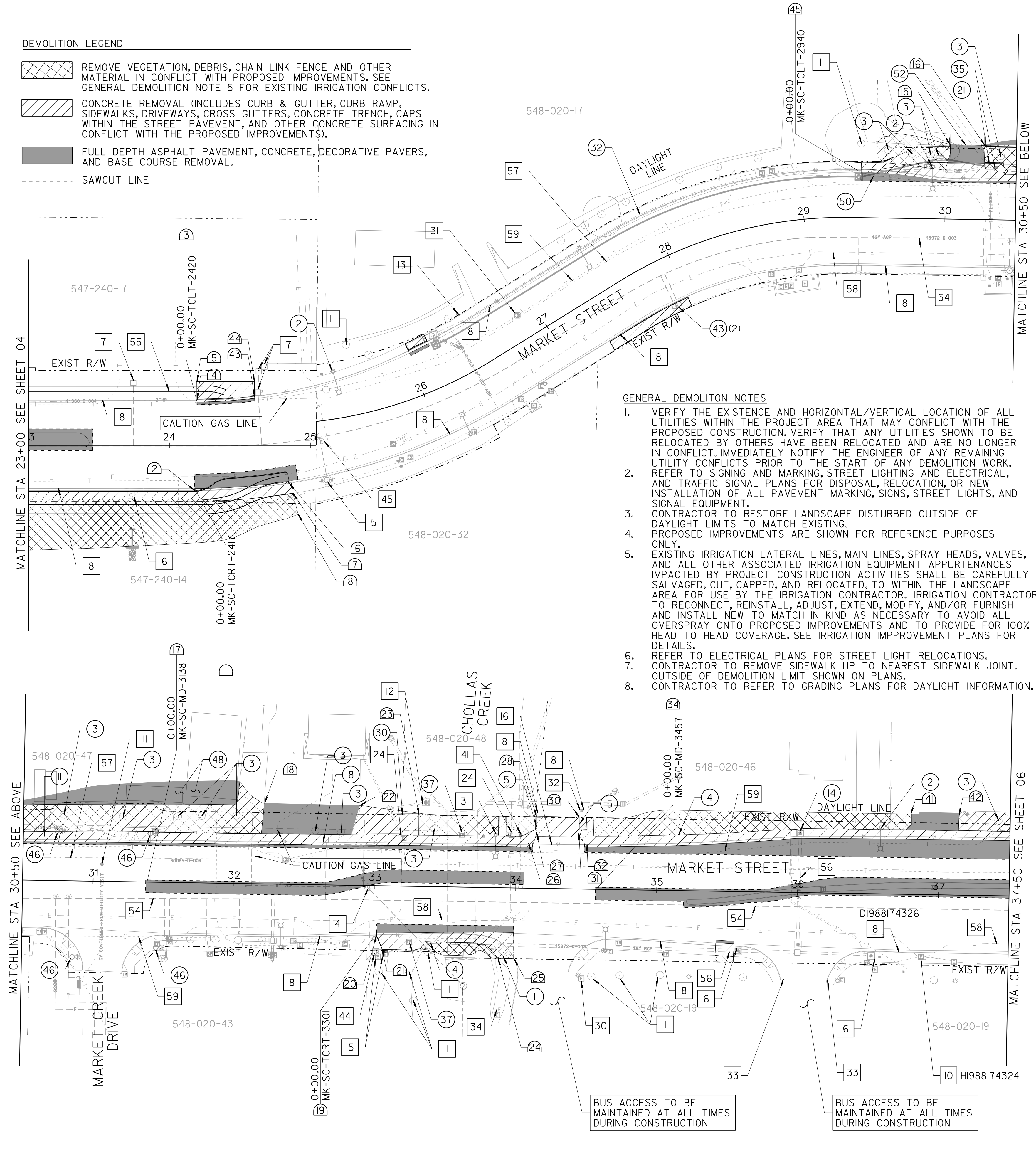
CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 04 OF 112 SHEETS

APPROVED: <i>Roberto R. Ruiz-Salas</i> FOR CITY ENGINEER BRADLEY JOHNSON PRINT DCE NAME	DATE 1/30/2020 DATE	WBS S-16061 WATER B-17052 SEWER B-17054
PROJECT ENGINEER HOSSAI SHERZAI	PROJECT MANAGER HOSSAI SHERZAI	PROJECT ENGINEER HOSSAI SHERZAI
DESCRIPTION	BY	APPROVED
ORIGINAL	KHA	<i>KHA</i>
ADDENDUM A	KHA	<i>KHA</i>
DATE	1/30/20	3/19/20
FILMED		
198-1743		
CCS27 COORDINATE		
1838-6303		
CCS83 COORDINATE		
40810-04-D		



DEMOLITION LEGEND

- REMOVE VEGETATION, DEBRIS, CHAIN LINK FENCE AND OTHER MATERIAL IN CONFLICT WITH PROPOSED IMPROVEMENTS. SEE GENERAL DEMOLITION NOTE 5 FOR EXISTING IRRIGATION CONFLICTS.
- CONCRETE REMOVAL (INCLUDES CURB & GUTTER, CURB RAMP, SIDEWALKS, DRIVEWAYS, CROSS GUTTERS, CONCRETE TRENCH, CAPS WITHIN THE STREET PAVEMENT, AND OTHER CONCRETE SURFACING IN CONFLICT WITH THE PROPOSED IMPROVEMENTS).
- FULL DEPTH ASPHALT PAVEMENT, CONCRETE, DECORATIVE PAVERS, AND BASE COURSE REMOVAL.
- SAWCUT LINE



GENERAL DEMOLITION NOTES

1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
2. REFER TO SIGNING AND MARKING, STREET LIGHTING AND ELECTRICAL, AND TRAFFIC SIGNAL PLANS FOR DISPOSAL, RELOCATION, OR NEW INSTALLATION OF ALL PAVEMENT MARKING, SIGNS, STREET LIGHTS, AND SIGNAL EQUIPMENT.
3. CONTRACTOR TO RESTORE LANDSCAPE DISTURBED OUTSIDE OF DAYLIGHT LIMITS TO MATCH EXISTING.
4. PROPOSED IMPROVEMENTS ARE SHOWN FOR REFERENCE PURPOSES ONLY.
5. EXISTING IRRIGATION LATERAL LINES, MAIN LINES, SPRAY HEADS, VALVES, AND ALL OTHER ASSOCIATED IRRIGATION APPURTENANCES IMPACTED BY PROJECT CONSTRUCTION ACTIVITIES SHALL BE CAREFULLY SALVAGED, CUT, CAPPED, AND RELOCATED, TO WITHIN THE LANDSCAPE AREA FOR USE BY THE IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR TO RECONNECT, REINSTALL, ADJUST, EXTEND, MODIFY, AND/OR FURNISH AND INSTALL NEW TO MATCH IN KIND AS NECESSARY TO AVOID ALL OVERSPRAY ONTO PROPOSED IMPROVEMENTS AND TO PROVIDE FOR 100% HEAD TO HEAD COVERAGE. SEE IRRIGATION IMPROVEMENT PLANS FOR DETAILS.
6. REFER TO ELECTRICAL PLANS FOR STREET LIGHT RELOCATIONS.
7. CONTRACTOR TO REMOVE SIDEWALK UP TO NEAREST SIDEWALK JOINT. OUTSIDE OF DEMOLITION LIMIT SHOWN ON PLANS.
8. CONTRACTOR TO REFER TO GRADING PLANS FOR DAYLIGHT INFORMATION.

DEMOLITION NOTES

- 1 PROTECT IN PLACE EXISTING TREE
- 3 PROTECT IN PLACE EXISTING STREET LIGHT
- 4 PROTECT IN PLACE EXISTING SEWER MANHOLE
- 5 PROTECT IN PLACE EXISTING FIRE HYDRANT
- 6 PROTECT IN PLACE EXISTING CURB INLET
- 7 PROTECT IN PLACE EXISTING WATER METER
- 8 PROTECT IN PLACE EXISTING CURB
- 11 PROTECT IN PLACE EXISTING GAS VALVE
- 12 PROTECT IN PLACE EXISTING STORM DRAIN MANHOLE
- 13 PROTECT IN PLACE EXISTING TELEPHONE CABINET
- 15 PROTECT IN PLACE EXISTING ELECTRICAL CABINET
- 16 PROTECT IN PLACE EXISTING DRIVEWAY
- 24 PROTECT IN PLACE EXISTING UTILITY HANDHOLE
- 30 PROTECT IN PLACE EXISTING IRRIGATION CONTROL BOX
- 31 PROTECT IN PLACE EXISTING TELEPHONE MANHOLE
- 32 PROTECT IN PLACE EXISTING STORM DRAIN CATCH BASIN
- 33 PROTECT IN PLACE EXISTING SIDEWALK UNDERDRAIN
- 34 PROTECT IN PLACE EXISTING MTS CAMERA
- 41 PROTECT IN PLACE EXISTING CABLE BOX
- 44 PROTECT IN PLACE EXISTING PATH LIGHT
- 45 PROTECT IN PLACE EXISTING WATER VALVE
- 54 PROTECT IN PLACE EXISTING WATER LINE
- 55 PROTECT IN PLACE EXISTING SEWER LINE
- 56 PROTECT IN PLACE EXISTING STORM DRAIN LINE
- 57 PROTECT IN PLACE EXISTING GAS LINE
- 58 PROTECT IN PLACE EXISTING ELECTRICAL LINE
- 59 PROTECT IN PLACE EXISTING COMM LINE

- 1 REMOVE EXISTING CURB RAMP
- 2 REMOVE AND RELOCATE EXISTING STREET LIGHT AND PULL BOX. PLACE STREET LIGHT ON NEW FOUNDATION AND DISPOSE OF CONFLICTING FOUNDATION
- 3 REMOVE EXISTING TREE
- 4 REMOVE EXISTING CHAINLINK FENCE, DISPOSE OF EXISTING POST, REPLACE CHAINLINK FENCE ON NEW POST. LOCATION PER IMPROVEMENT PLANS
- 5 REMOVE EXISTING CURB. SEE DETAIL 4, SHEET 36
- 7 REMOVE AND DISPOSE EXISTING STORM DRAIN INLET
- 11 REMOVE PED CROSSING BARRICADE

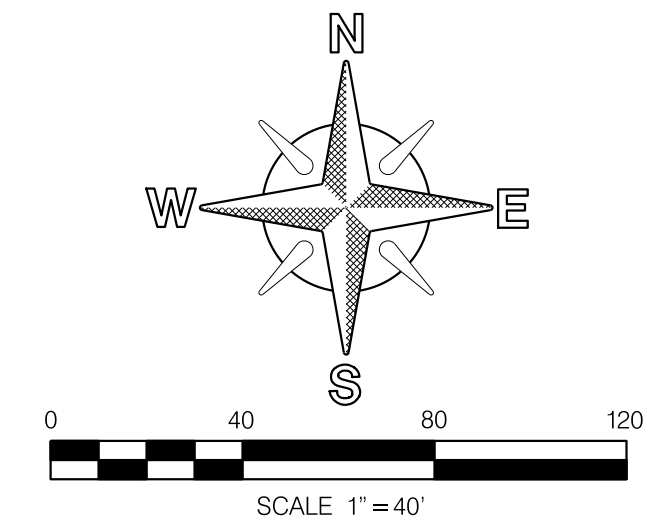
(No.)	ALIGNMENT	STATION	OFFSET	DESCRIPTION
1	MK-CL	24+17.90	30.70	BEG SAWCUT
2	MK-CL	24+17.92	32.19	BEGIN C&G REMOVAL
3	MK-CL	24+19.59	-30.70	BEG SAWCUT
4	MK-CL	24+19.58	-32.20	BEGIN C & G REMOVAL
5	MK-CL	24+19.51	-45.11	BEG S/W REMOVAL
6	MK-CL	24+85.07	26.98	END C & G REMOVAL
7	MK-CL	24+87.73	34.10	END S/W REMOVAL
8	MK-CL	24+91.41	48.97	DAYLIGHT
15	MK-CL	30+02.55	-53.15	END LANDSCAPE REMOVAL / BEGIN ASPHALT REMOVAL
16	MK-CL	30+27.38	-52.67	BEGIN LANDSCAPE REMOVAL / END ASPHALT REMOVAL
17	MK-CL	31+37.37	-1.42	BEG SAWCUT
18	MK-CL	32+20.83	-57.34	END LANDSCAPE REMOVAL / BEGIN ASPHALT REMOVAL
19	MK-CL	33+01.75	35.00	BEGIN C & G REMOVAL
20	MK-CL	33+01.75	33.50	BEG SAWCUT
21	MK-CL	33+06.00	45.20	BEGIN S/W REMOVAL
22	MK-CL	33+06.19	-54.41	BEGIN LANDSCAPE REMOVAL
23	MK-CL	33+30.54	-50.73	END CONCRETE REMOVAL
24	MK-CL	33+88.34	50.16	END S/W REMOVAL
25	MK-CL	33+99.73	50.15	END C & G REMOVAL
26	MK-CL	34+08.24	-31.50	END C&G REMOVAL / PIP DRIVEWAY
27	MK-CL	34+12.60	-37.29	END S/W REMOVAL
28	MK-CL	34+13.76	-51.17	END LANDSCAPE REMOVAL / PIP DRIVEWAY
29			NOT USED	
30	MK-CL	34+44.21	-50.99	PIP DRIVEWAY / BEGIN LANDSCAPE REMOVAL
31	MK-CL	34+45.41	-37.61	BEGIN S/W REMOVAL
32	MK-CL	34+49.67	-31.82	PIP DRIVEWAY / BEGIN C & G REMOVAL
33			NOT USED	
34	MK-CL	34+56.40	-1.50	BEG SAWCUT
35			NOT USED	
36			NOT USED	
37			NOT USED	
38			NOT USED	
39			NOT USED	
40			NOT USED	
41	MK-CL	36+79.43	134.40	END OF LANDSCAPE REMOVAL / BEGIN ASPHALT REMOVAL
42	MK-CL	37+15.32	134.40	END ASPHALT REMOVAL / BEG LANDSCAPE REMOVAL
43	MK-CL	24+60.32	-34.84	END S/W REMOVAL
44	MK-CL	24+60.26	-45.35	END C & G REMOVAL
45	MK-CL	29+39.89	-34.02	BEG SAWCUT

- 14 ADJUST EXISTING CURB INLET TO GRADE
- 18 RELOCATE WATER METER AND EXTEND SERVICE PER IMPROVEMENT PLANS
- 21 ADJUST EXISTING STORM DRAIN CLEANOUT TO GRADE
- 22 RELOCATE TELEPHONE MANHOLE BY AT&T
- 30 RELOCATE EXISTING IRRIGATION CONTROL BOX
- 32 EXISTING CMP TO BE ABANDONED IN PLACE
- 35 RELOCATE EXISTING CABLE BOX BY COX COMMUNICATIONS
- 37 REPLACE EXISTING PULLBOX PER SDI-115
- 43 REPLACE WATER METER BOX PER IMPROVEMENT PLANS
- 46 SEE SHEET 80 FOR NEW SIGNAL AND STREET LIGHT LOCATION
- 48 BUILDINGS TO BE REMOVED BY THE DEVELOPER
- 50 EXISTING ELECTRIC LINE TO BE ABANDONED BY SDG&E
- 52 REMOVE AND INSTALL SALVAGED CHAIN LINK DOUBLE GATE

D-2

PLANS FOR THE CONSTRUCTION OF MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT

DEMOLITION PLAN STA 23+00 TO STA 37+50		WBS S-16061
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 05 OF 112 SHEETS		WATER B-17052 SEWER B-17054
APPROVED: <i>Bradley Johnson</i> FOR CITY ENGINEER BRADLEY JOHNSON PRINT DCE NAME	DATE 1/30/2020 DATE	SUBMITTED BY HOSSAI SHERZAI PROJECT MANAGER
REGISTERED PROFESSIONAL ENGINEER ROBERTO R. RUIZ-SALAS No. 81946 Exp. 3-31-22 CIVIL STATE OF CALIFORNIA	45836 RCE#	CHECKED BY HOSSAI SHERZAI PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	KHA	<i>Bradley Johnson</i>
ADDENDUM A	KHA	<i>Bradley Johnson</i>
		DATE
		1/30/20
		3/19/20
		FILED
		198-1743
		CCS27 COORDINATE
		1838-6303
		CCS83 COORDINATE
CONTRACTOR	DATE STARTED	40810-05-D
INSPECTOR	DATE COMPLETED	



ABANDON SDG&E ELECTRIC LINE

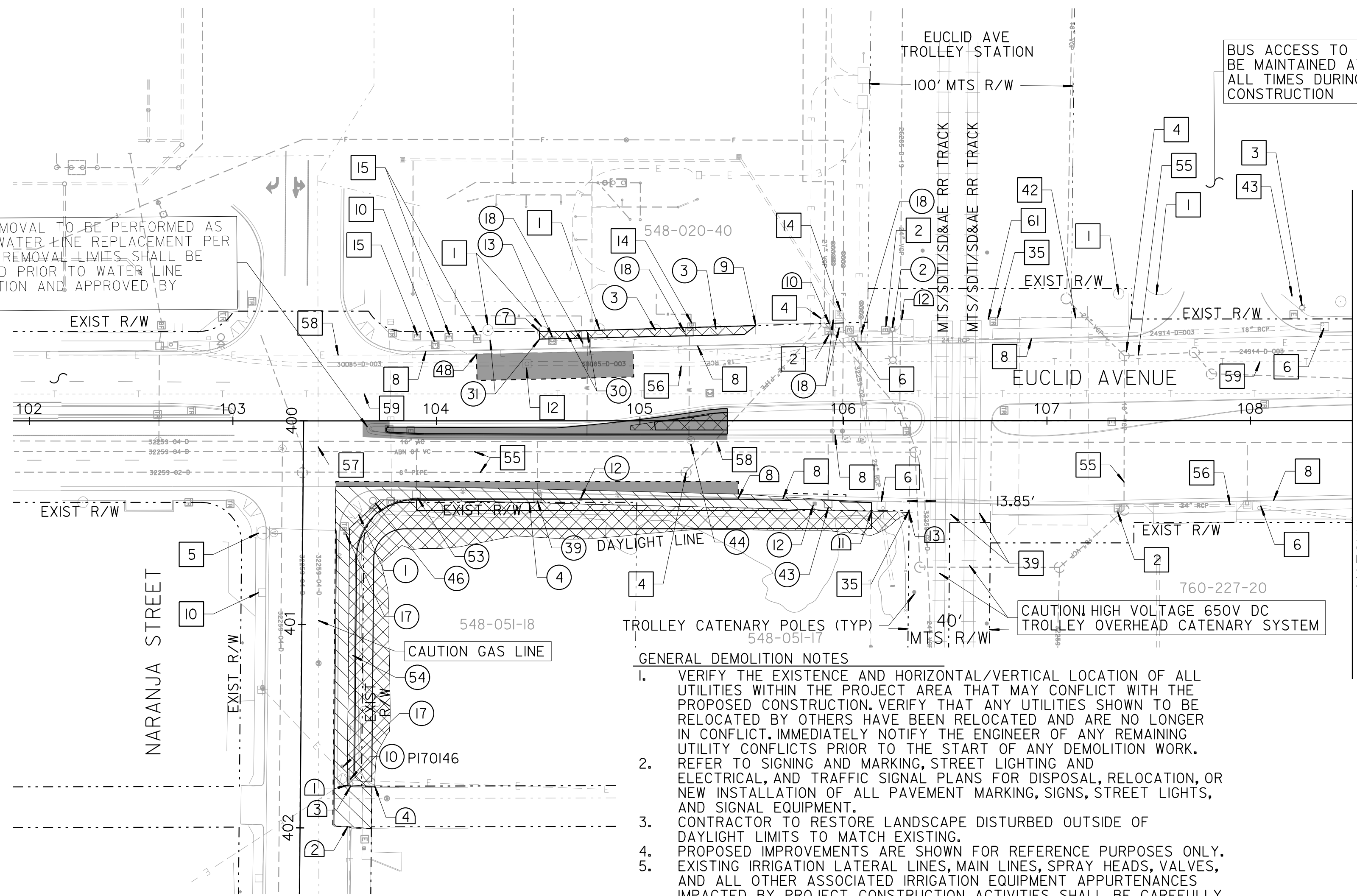
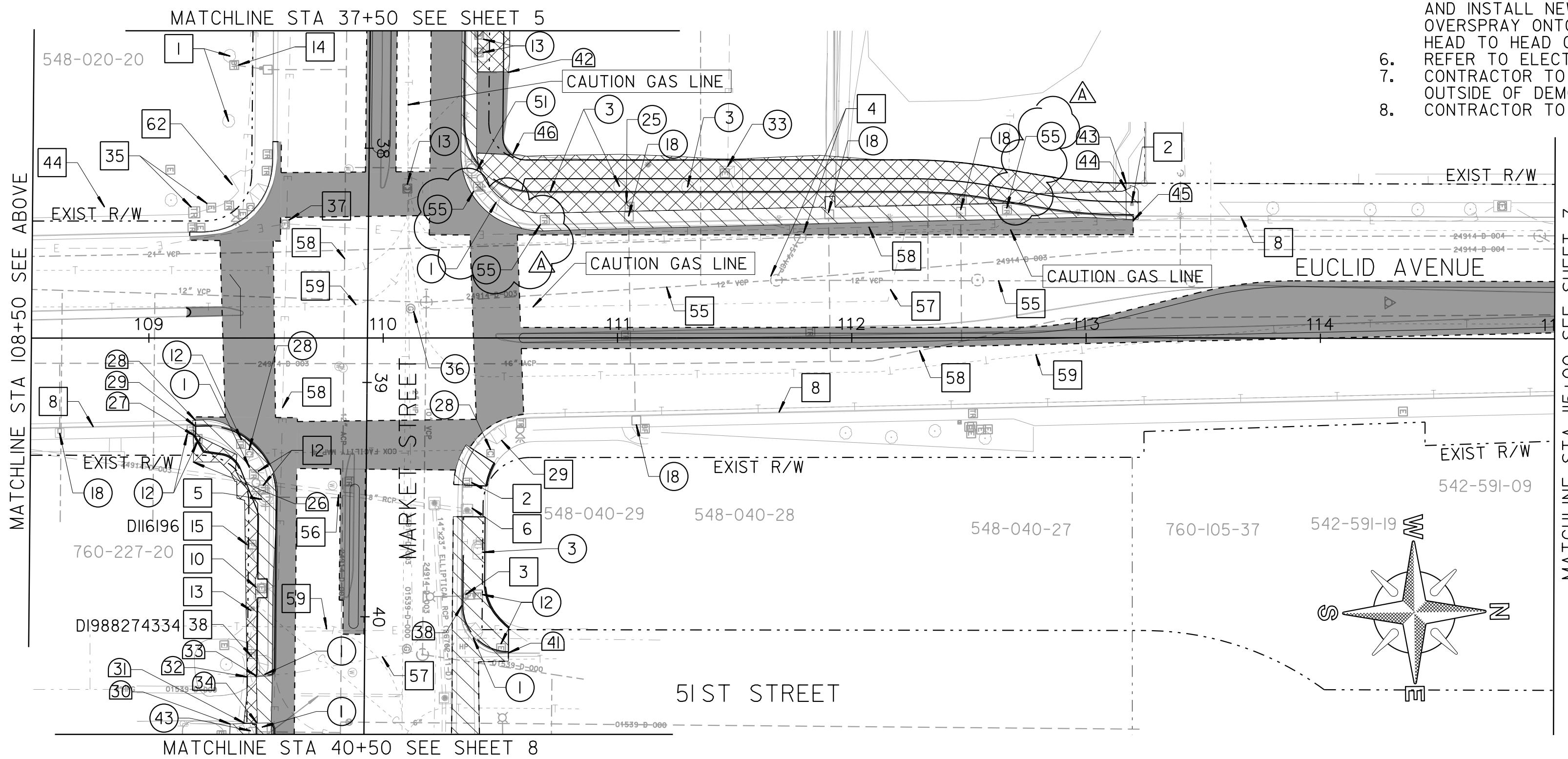
ADDENDUM A

No.	ALIGNMENT	STATION	OFFSET	DESCRIPTION
1	EL-CL	103+56.13	178.97	BEG S/W REMOVAL
2	EL-CL	103+56.34	199.36	REMOVE ALLEY
3	EL-CL	103+57.66	179.64	BEG C & G REMOVAL
4	EL-CL	103+69.66	179.51	BEG LANDSCAPE REMOVAL
7	EL-CL	104+50.60	-44.00	BEG LANDSCAPE REMOVAL
8	EL-CL	105+48.25	38.00	END C & G REMOVAL
9	EL-CL	105+56.86	-46.84	BEG LANDSCAPE REMOVAL
10	EL-CL	106+93.01	-47.64	BEG LANDSCAPE REMOVAL
11	EL-CL	106+13.78	44.37	END S/W REMOVAL
12	EL-CL	106+28.61	-49.64	END LANDSCAPE REMOVAL
13	EL-CL	106+32.32	45.14	END LANDSCAPE REMOVAL
15	EL-CL	106+76.81	-45.37	BEGIN S/W REMOVAL
16	EL-CL	103+57.99	204.42	BEGIN C & G REMOVAL
17	EL-CL	103+67.76	215.51	BEGIN S/W REMOVAL
18				NOT USED
19				NOT USED
20				NOT USED
21				NOT USED
22				NOT USED
23				NOT USED
24				NOT USED
25				NOT USED
26	EL-CL	109+19.00	52.92	BEGIN LANDSCAPE REMOVAL
27	EL-CL	109+19.81	41.86	BEGIN S/W REMOVAL
28	EL-CL	109+19.84	35.12	BEG SAWCUT
29	EL-CL	109+19.87	37.63	BEGIN C & G REMOVAL
30	EL-CL	109+34.63	164.76	BEGIN S/W REMOVAL
31	EL-CL	109+40.82	164.45	BEGIN C & G REMOVAL
32	EL-CL	109+41.83	144.65	END LANDSCAPE REMOVAL
33	EL-CL	109+45.92	144.29	END C & G REMOVAL / BEGIN CROSS GUTTER REMOVAL
34	EL-CL	109+46.03	164.31	END CROSS GUTTER REMOVAL
35				NOT USED
36				NOT USED
38	EL-CL	110+33.49	114.25	BEGIN C & G REMOVAL
39	EL-CL	110+39.83	-78.91	BEGIN LANDSCAPE REMOVAL
41	EL-CL	110+53.41	134.40	END C & G REMOVAL
42	EL-CL	110+53.86	-116.22	END LANDSCAPE AND CURB REMOVAL / BEG ASPHALT REMOVAL
43	EL-CL	113+17.07	-66.07	END LANDSCAPE REMOVAL
44	EL-CL	113+17.09	-63.22	END S/W REMOVAL
45	EL-CL	113+20.15	-50.07	END C & G REMOVAL
46	EL-CL	110+55.78	-78.26	END ASPHALT REMOVAL / BEG LANDSCAPE REMOVAL
48	EL-CL	104+19.64	-32.79	BEG SAWCUT

MEDIAN REMOVAL TO BE PERFORMED AS PART OF WATER LINE REPLACEMENT PER SHEET 49. REMOVAL LIMITS SHALL BE DETERMINED PRIOR TO WATER LINE CONSTRUCTION AND APPROVED BY ENGINEER

DEMOLITION LEGEND

- REMOVE VEGETATION, DEBRIS, CHAIN LINK FENCE AND OTHER MATERIAL IN CONFLICT WITH PROPOSED IMPROVEMENTS. SEE GENERAL DEMOLITION NOTE 5 FOR EXISTING IRRIGATION CONFLICTS.
- CONCRETE REMOVAL (INCLUDES CURB & GUTTER, CURB RAMP, SIDEWALKS, DRIVEWAYS, CROSS GUTTERS, CONCRETE TRENCH, CAPS WITHIN THE STREET PAVEMENT, AND OTHER CONCRETE SURFACING IN CONFLICT WITH THE PROPOSED IMPROVEMENTS).
- FULL DEPTH ASPHALT PAVEMENT, CONCRETE, DECORATIVE PAVERS, AND BASE COURSE REMOVAL.
- SAWCUT LINE



GENERAL DEMOLITION NOTES

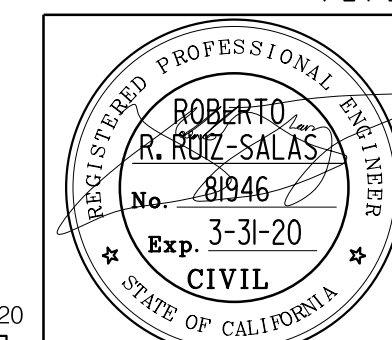
1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK. REFER TO SIGNING AND MARKING, STREET LIGHTING AND ELECTRICAL, AND TRAFFIC SIGNAL PLANS FOR DISPOSAL, RELOCATION, OR NEW INSTALLATION OF ALL PAVEMENT MARKING, SIGNS, STREET LIGHTS, AND SIGNAL EQUIPMENT.
2. CONTRACTOR TO RESTORE LANDSCAPE DISTURBED OUTSIDE OF DAYLIGHT LIMITS TO MATCH EXISTING.
3. PROPOSED IMPROVEMENTS ARE SHOWN FOR REFERENCE PURPOSES ONLY. EXISTING IRRIGATION LATERAL LINES, MAIN LINES, SPRAY HEADS, VALVES, AND ALL OTHER ASSOCIATED IRRIGATION EQUIPMENT APPURTENANCES IMPACTED BY PROJECT CONSTRUCTION ACTIVITIES SHALL BE CAREFULLY SALVAGED, CUT, CAPPED, AND RELOCATED, TO WITHIN THE LANDSCAPE AREA FOR USE BY THE IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR TO RECONNECT, REINSTALL, ADJUST, EXTEND, MODIFY, AND/OR FURNISH AND INSTALL NEW TO MATCH IN KIND AS NECESSARY TO AVOID ALL OVERSPRAY ONTO PROPOSED IMPROVEMENTS AND TO PROVIDE FOR 100% HEAD TO HEAD COVERAGE. SEE IRRIGATION IMPROVEMENT PLANS FOR DETAILS.
4. REFER TO ELECTRICAL PLANS FOR STREET LIGHT RELOCATIONS.
5. CONTRACTOR TO REMOVE SIDEWALK UP TO NEAREST SIDEWALK JOINT OUTSIDE OF DEMOLITION LIMIT SHOWN ON PLANS.
6. CONTRACTOR TO REFER TO GRADING PLANS FOR DAYLIGHT INFORMATION.

DEMOLITION NOTES

- 1 PROTECT IN PLACE EXISTING TREE
- 2 PROTECT IN PLACE EXISTING PULL BOX
- 3 PROTECT IN PLACE EXISTING STREET LIGHT
- 4 PROTECT IN PLACE EXISTING SEWER MANHOLE
- 5 PROTECT IN PLACE EXISTING FIRE HYDRANT
- 6 PROTECT IN PLACE EXISTING CURB INLET
- 8 PROTECT IN PLACE EXISTING CURB
- 10 PROTECT IN PLACE EXISTING ELECTRICAL VAULT
- 12 PROTECT IN PLACE EXISTING STORM DRAIN MANHOLE
- 13 PROTECT IN PLACE EXISTING TELEPHONE CABINET
- 14 PROTECT IN PLACE EXISTING BACKFLOW PREVENTOR
- 15 PROTECT IN PLACE EXISTING ELECTRICAL CABINET
- 29 PROTECT IN PLACE EXISTING CURB RAMP
- 35 PROTECT IN PLACE EXISTING MTS CABINET AND RAILROAD CROSSING EQUIPMENT
- 37 PROTECT IN PLACE EXISTING ELECTRICAL MANHOLE
- 38 PROTECT IN PLACE EXISTING ELECTRICAL TRANSFORMER

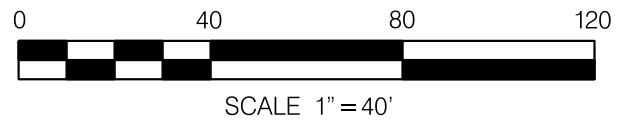
DEMOLITION NOTES (CONT)

- 39 PROTECT IN PLACE EXISTING TROLLEY CROSSING PANELS
- 42 PROTECT IN PLACE EXISTING MTS WELDED STEEL FENCE AND CULVERT HEADWALL
- 43 PROTECT IN PLACE EXISTING DRAINAGE CHANNEL
- 44 PROTECT IN PLACE EXISTING SPEED LIMIT AND R/R XING SIGN
- 46 PROTECT IN PLACE EXISTING FENCE
- 54 PROTECT IN PLACE EXISTING WATER LINE
- 55 PROTECT IN PLACE EXISTING SEWER LINE
- 56 PROTECT IN PLACE EXISTING STORM DRAIN LINE
- 57 PROTECT IN PLACE EXISTING GAS LINE
- 58 PROTECT IN PLACE EXISTING ELECTRICAL LINE
- 59 PROTECT IN PLACE EXISTING COMM LINE
- 61 PROTECT IN PLACE EXISTING CHAINLINK FENCE
- 62 PROTECT IN PLACE EXISTING MTS SIGN
- 1 REMOVE EXISTING CURB RAMP
- 2 REMOVE AND RELOCATE EXISTING STREET LIGHT AND PULL BOX. PLACE STREET LIGHT ON NEW FOUNDATION AND DISPOSE OF CONFLICTING FOUNDATION
- 3 REMOVE EXISTING TREE
- 4 REMOVE EXISTING CHAINLINK FENCE, DISPOSE OF EXISTING POST, REPLACE CHAINLINK FENCE ON NEW POST. LOCATION PER IMPROVEMENT PLANS
- 10 RELOCATE EXISTING UTILITY POLE BY SDG&E
- 12 ADJUST EXISTING PULLBOX TO GRADE
- 13 ADJUST EXISTING TELEPHONE MANHOLE TO GRADE BY AT&T
- 17 RELOCATE EXISTING PULL BOX BY COX COMMUNICATIONS
- 18 RELOCATE WATER METER AND EXTEND SERVICE PER IMPROVEMENT PLANS
- 25 RELOCATE BACKFLOW PREVENTER
- 28 ADJUST EXISTING CATV PULL BOX TO GRADE BY COX
- 30 RELOCATE EXISTING IRRIGATION CONTROL BOX
- 31 REMOVE EXISTING STEEL FENCE AND CURB ON SIDES OF BUS STOP. PROTECT IN PLACE STEEL FENCE BEHIND BUS STOP, BENCH, TRASH CAN AND SIGN.
- 33 RELOCATE EXISTING ELECTRICAL TRANSFORMER BY SDG&E
- 35 RELOCATE EXISTING ELECTRICAL FUSE CABINET BY SDG&E
- 36 RELOCATE EXISTING GAS VALVE BY SDG&E
- 39 REMOVE WATER METER AND ABANDON WATER LATERAL
- 43 REPLACE WATER METER BOX PER IMPROVEMENT PLANS
- 44 REMOVE AND REPLACE WATER VALVE PER WATER PLANS
- 46 SEE SHEET 76 FOR NEW SIGNAL AND STREET LIGHT LOCATION
- 51 REMOVE FIRE HYDRANT, REMOVE SERVICE, RELOCATE EXISTING FIRE HYDRANT AND INSTALL NEW SERVICE. SEE IMPROVEMENT PLANS FOR FINAL LOCATION
- 53 RELOCATE 2" WATER METER TO LOCATION PER WATER IMPROVEMENT PLANS AND ABANDON WATER LATERAL
- 54 REMOVE MISCELLANEOUS CONCRETE PIECES BEHIND SIDEWALK
- 55 RELOCATE TRAFFIC SIGNAL PULL BOX, SEE TRAFFIC SIGNAL PLANS.



PLANS FOR THE CONSTRUCTION OF MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT

DEMOLITION PLAN STA 102+00 TO STA 115+00		WBS S-16061 WATER B-17052 SEWER B-17054	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 06 OF 112 SHEETS		DATE 1/30/2020 DATE 1/30/20 DATE 3/19/20	
APPROVED: <i>Roberto R. Ruiz-Salas</i> FOR CITY ENGINEER BRADLEY JOHNSON PRINT DCE NAME 45836 RCE#		SUBMITTED BY: HOSSAI SHERZAI PROJECT MANAGER CHECKED BY: HOSSAI SHERZAI PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	KHA	<i>KHA</i>	1/30/20
ADDENDUM A	KHA	<i>KHA</i>	3/19/20
1838-6303 CCS83 COORDINATE		198-1743 CCS27 COORDINATE	
40810-06-D		1838-6303 CCS83 COORDINATE	



RELOCATE TRAFFIC SIGNAL PULLBOX

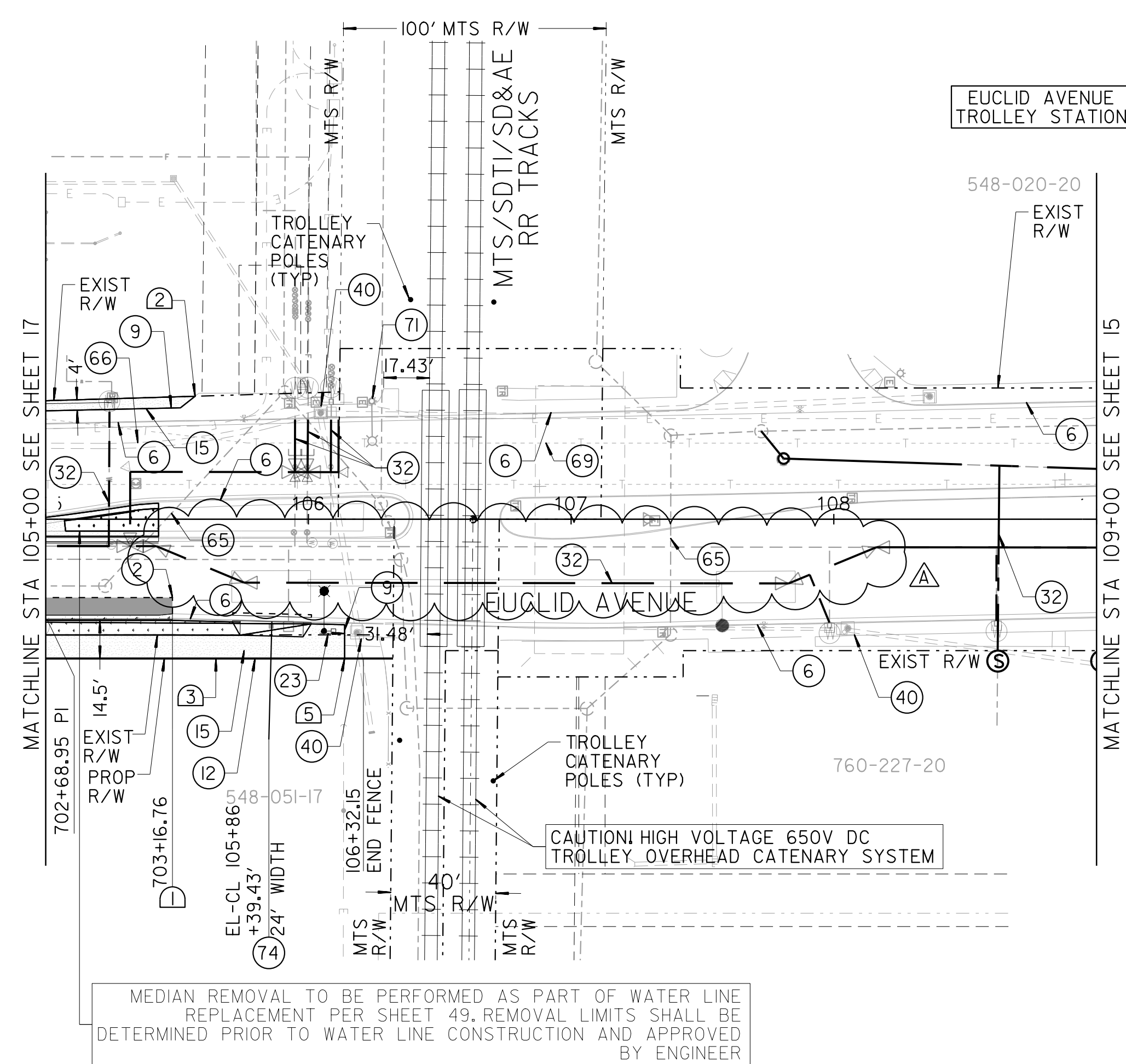
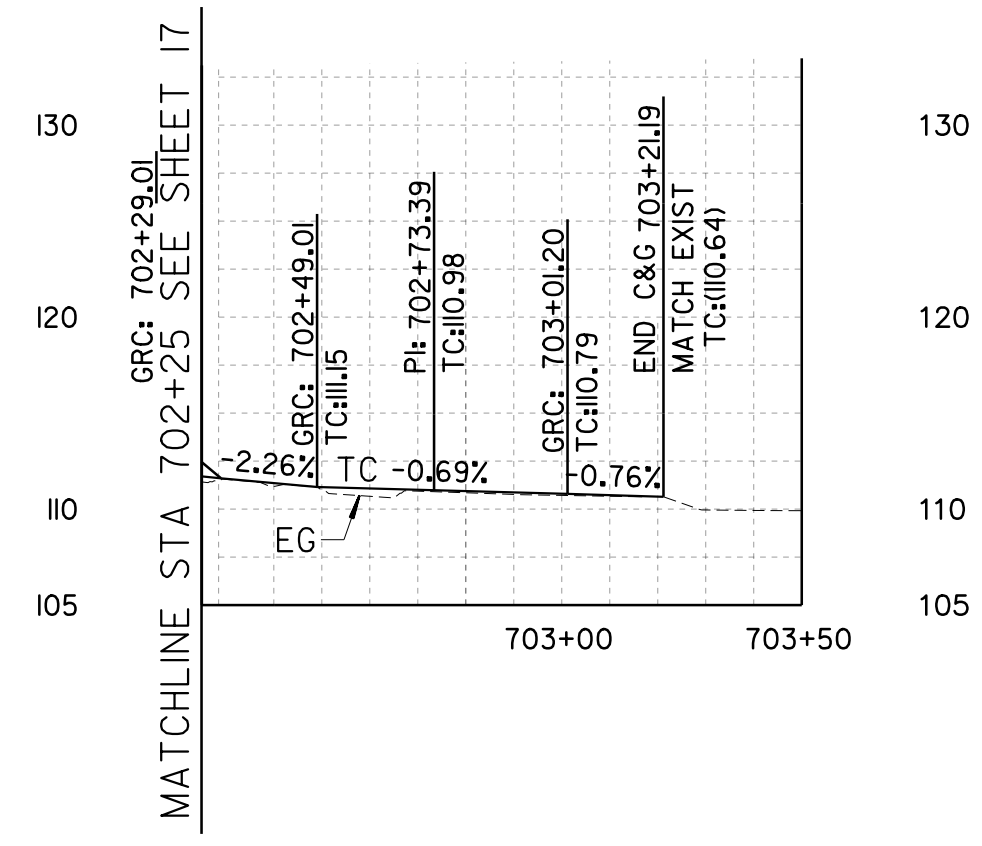
ADDENDUM A

DEMOLITION PLAN

LEFT CURB

RIGHT CURB

SCALE
1"=40' HORIZ.
1"=10' VERT.



MEDIAN REMOVAL TO BE PERFORMED AS PART OF WATER LINE REPLACEMENT PER SHEET 49. REMOVAL LIMITS SHALL BE DETERMINED PRIOR TO WATER LINE CONSTRUCTION AND APPROVED BY ENGINEER

(No.)	Alignment	Station	Offset	Description
1	EL-CL	105+48.29	38	END C&G TYPE G *
2	EL-CL	105+56.84	-46.84	END S/W EXTENSION
3	EL-CL	105+64.80	53	S/W ANGLE POINT
NOT USED				
5	EL-CL	106+13.78	53	END S/W / CONNECT RELOCATED FENCE TO EXIST

* BEG OR END C&G, TRANSITION PER DETAIL 2, SHEET 36

CONSTRUCTION NOTES

- (2) SAWCUT PER DETAIL 03 ON SHEET 36
- (6) PROTECT IN PLACE EXISTING CURB OR CURB AND GUTTER
- (9) JOIN NEW CONCRETE INTO EXISTING PER SDRSD G-10 CONTACT JOINT DETAIL
- (12) RELOCATED CHAINLINK FENCE LOCATION, FENCE PER SDM-I12. SEE TABLE FOR BEG/END LOCATION
- (15) INSTALL SIDEWALK PER SDG-I55
- (23) INSTALL STREET LIGHT PER SDE-I01, AND STREET LIGHTING AND ELECTRICAL PLANS
- (32) SEE WATER IMPROVEMENT PLANS OR SEWER IMPROVEMENT PLANS
- (40) PROTECT EXISTING CURB INLET IN PLACE
- (63) FURNISH AND INSTALL NEW WATER METER BOX PER SDW-I13
- (64) PROTECT IN PLACE EXISTING WATER LINE
- (65) PROTECT IN PLACE EXISTING SEWER LINE
- (66) PROTECT IN PLACE EXISTING STORM DRAIN LINE
- (69) PROTECT IN PLACE EXISTING COMM LINE
- (74) INSTALL COMMERCIAL DRIVEWAY PER SDG-I63 (WIDTH PER PLANS) TO BE COORDINATED AND CONSTRUCTED BY OTHERS

LEGEND

- PORTLAND CEMENT CONCRETE
- AC PAVEMENT PER STREET RESURFACING PLANS
- ALLEY APRON OR CROSS GUTTER
- LANDSCAPE PER LANDSCAPE PLANS
- SAWCUT
- EXIST R/W
- PROP R/W
- INSTALL TREE PER LANDSCAPE PLANS

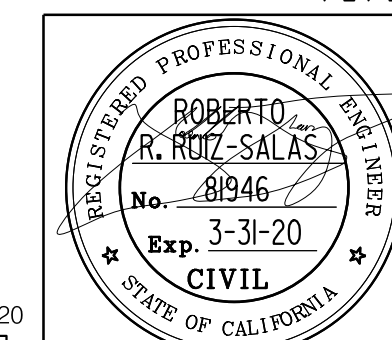
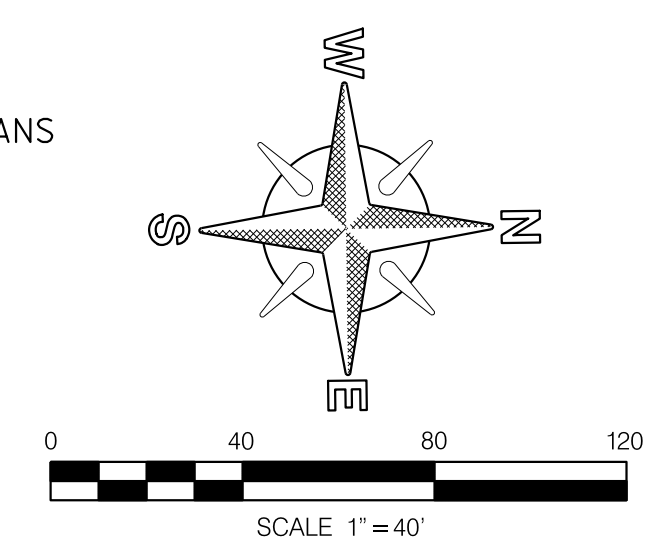
MTS REQUESTS THAT THE CONTRACTOR CONTACT MTS BUS OPERATIONS AT (619) 446-4012 AND MTS BUS CONTRACT SERVICES AT (619) 446-4018 PRIOR TO DEVELOPMENT OF TRAFFIC CONTROL PLANS TO MEET AND COORDINATE MTS BUS ACCESS TO THE EUCLID TRANSIT CENTER THROUGH CONSTRUCTION. IF WORK IS REQUIRED WITHIN OR ADJACENT TO MTS TROLLEY RIGHT-OF-WAY, THE CONTRACTOR MUST CONTACT MTS'S RIGHT-OF-WAY ENGINEER AT (619) 557-4520 FOR A RIGHT OF ENTRY PERMIT. MTS ALSO REQUESTS COORDINATION WITH THE MTS PASSENGER FACILITIES DEPARTMENT AT (619) 595-4908 AT LEAST ONE MONTH IN ADVANCE OF ANY NEEDED BUS STOP CLOSURES

CONSTRUCTION WITHIN MTS R/W NOTES

THE TERM "RAILROAD" SHALL MEAN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND SAN DIEGO TROLLEY INC. (SDTI) AND/OR SAN DIEGO ARIZONA & EASTERN RAILROAD (SD&AE).

THE CONTRACTOR MUST UNDERSTAND THE CONTRACTOR'S RIGHT TO ENTER RAILROAD'S RIGHT OF WAY IS SUBJECT TO THE ABSOLUTE RIGHT OF RAILROAD TO CAUSE THE CONTRACTOR'S WORK ON RAILROAD'S RIGHT OF WAY TO CEASE IF, IN THE OPINION OF RAILROAD, CONTRACTOR'S ACTIVITIES CREATE A HAZARD TO RAILROAD'S RIGHT OF WAY, EMPLOYEES, AND OPERATIONS.

THE CONTRACTOR SHALL OBTAIN A RIGHT OF ENTRY PERMIT FROM THE RAILROAD PRIOR TO ENTERING OR CONSTRUCTING ON PROPERTY OWNED BY THE RAILROAD. THE CONTRACTOR SHALL ABIDE BY THE TERMS OF THE RIGHT OF ENTRY PERMIT. THE TERMS OF THE RIGHT OF ENTRY PERMIT WILL GOVERN IF THERE ARE ANY CONFLICTS WITH THESE CONTRACT SPECIAL PROVISIONS. INFORMATION ON OBTAINING A RIGHT OF ENTRY PERMIT CAN BE OBTAINED AT [HTTP://WWW.SDMITS.COM/BUSINESS/PERMITS/ASP](http://www.sdmits.com/business/permits.asp) OR CONTACTING MTS RIGHT OF WAY SERVICES Tel (619) 557-4501 email: mtsrow@sdmts.com.



PLANS FOR THE CONSTRUCTION OF MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT

IMPROVEMENT PLAN
STA. 105+00 TO STA. 109+00

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 18 OF 112 SHEETS		WBS S-16061 WATER B-17052 SEWER B-17054
APPROVED: <i>[Signature]</i> FOR CITY ENGINEER BRADLEY JOHNSON PRINT DCE NAME	DATE: 1/30/2020 45836 RCE#	SUBMITTED BY: HOSSAI SHERZAI PROJECT MANAGER CHECKED BY: HOSSAI SHERZAI PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	KHA	<i>[Signature]</i>
ADDENDUM A	KHA	<i>[Signature]</i>
DATE	DATE	DATE
1/30/20	3/19/20	
198-1743	1838-6303	
CCS27 COORDINATE	CCS83 COORDINATE	
	40810-18-D	

ADD WATER LINE BY JACK AND BORE

ADDENDUM A

IMPROVEMENT PLAN

C-10



MTS JACK AND BORE DESIGN CRITERIA

NOTE: FOR THE PURPOSES OF THIS DESIGN CRITERIA AND SUBSEQUENT CONSTRUCTION NOTES, THE TERM JACK AND BORE IS USED GENERICALLY TO REFER TO A NUMBER OF TRENCHLESS CONSTRUCTION METHODS A FEW OF WHICH ARE DESCRIBED IN THESE NOTES.

THE BASIC GUIDELINES TO BE FOLLOWED FOR JACK AND BORE DESIGN ARE REFERENCED IN THE AREMA (AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION) MANUAL. AS AN MTS SUPPLEMENT TO THE AREMA, THE FOLLOWING STANDARDS AND DESIGN CRITERIA SHALL ALSO APPLY:

1. ALL UNDERGROUND UTILITIES UNDER RAILROAD TRACKS SHALL BE ENCASED IN A LARGER PIPE OR CONDUIT CALLED THE CASING PIPE.
2. INSTALLATION OF CASING PIPES BY OPEN TRENCH IS PROHIBITED UNLESS APPROVED BY MTS.
3. CASING PIPE SHALL BE INSTALLED ACROSS THE ENTIRE WIDTH OF THE RAILROAD RIGHT-OF-WAY AND SHALL EXTEND BEYOND THE RIGHT-OF-WAY A MINIMUM OF 10 FEET UNLESS OTHERWISE APPROVED BY MTS.
4. THE TOP OF CASING SHALL HAVE A MINIMUM DEPTH OF 5.5 FEET BELOW THE TOP OF TIE AND A MINIMUM DEPTH 3 FEET BELOW GROUND SURFACE INCLUDING BOTTOM OF DITCHES AND OTHER LOW POINTS WITHIN THE RAILROAD RIGHT OF-WAY.
5. ALL CASING PIPES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1% UNLESS OTHERWISE APPROVED BY MTS AND/OR OTHERWISE APPROVED BY OTHER JURISDICTIONAL DESIGN CRITERIA.
6. THE ENGINEER/CONTRACTOR SHALL SUBMIT TO MTS FOR REVIEW, LOAD CALCULATIONS FOR THE PROPOSED CASING WITH APPLIED LOAD AS DEFINED BY COOPER E-80 WITH A 50% ADDED IMPACT LOAD. THE CALCULATIONS SHALL BE SIGNED AND STAMPED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER.

MTS JACK AND BORE CONSTRUCTION NOTES

GENERAL

1. SEE MTS STANDARD CONSTRUCTION NOTES FOR ADDITIONAL REQUIREMENTS.
2. FOR PIPELINES CARRYING FLAMMABLE OR HAZARDOUS MATERIALS, THE CONTRACTOR SHALL ADHERE TO AREMA AND REGULATORY AGENCY GUIDELINES.
3. THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY FOR THE PROPOSED PROJECT INCLUDING BUT NOT LIMITED TO ENCROACHMENT, SWPPP, AND ENVIRONMENTAL PERMITS, AND THIRD-PARTY UTILITY PERMITS.
4. PRIOR TO ANY COMMENCEMENT OF WORK, THE CONTRACTOR SHALL SUBMIT TO MTS FOR REVIEW AND APPROVAL, AN UPDATED DESCRIPTION OF THE WORK PROCESS INCLUDING ALL PLAN AND FIELD CHANGES/MODIFICATIONS, CERTIFICATES OF COMPLIANCE, AND SCHEDULED ACTIVITIES FOR WORK AFFECTING RAILROAD RIGHT-OF-WAY.
5. PRIOR TO ANY COMMENCEMENT OF WORK, THE CONTRACTOR SHALL SUBMIT TO MTS FOR REVIEW AND APPROVAL, SHORING DRAWINGS AND CALCULATIONS. ALL DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND STAMPED BY A CIVIL OR STRUCTURAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA.
6. THE CONTRACTOR SHALL VERIFY AND MARK OUT ALL RAILROAD RIGHT OF WAY LIMITS AND PROPERTY ENTITLEMENTS (EASEMENTS, LICENSE AGREEMENTS, ETC.) WITHIN THE VICINITY OF THE WORK AND/OR RELATED TO THE WORK.
7. PRIOR TO ANY COMMENCEMENT OF WORK, THE CONTRACTOR SHALL LAYOUT THE PROPOSED JACKING AND RECEIVING PITS FOR MTS INSPECTION AND ACCEPTANCE. BOTH PITS SHALL BE CONSTRUCTED OUTSIDE OF THE RAILROAD RIGHT-OF-WAY UNLESS OTHERWISE APPROVED BY MTS.
8. THE CONTRACTOR SHALL MONITOR RAIL ELEVATIONS PRIOR TO AND IMMEDIATELY AFTER THE JACK AND BORE OPERATION. BOTH RAILS OF EACH TRACK SHALL BE MONITORED AT THE POINT OF CROSSING, UNLESS OTHERWISE DIRECTED BY MTS. TOP OF RAIL ELEVATIONS SHALL BE RECORDED WITH AN ACCURACY OF ONE (1) ONE HUNDREDTH OF A FOOT (0.01), AND SHALL BE SUBMITTED TO MTS FOR REVIEW.
9. ALL AREAS BACKFILLED WITHIN THE RAILROAD RIGHT-OF-WAY OR THAT ENCROACH WITHIN A 2:1 DOWNWARD SLOPING LINE FROM THE EDGE OF RIGHT-OF-WAY, SHALL BE AT 90% RELATIVE DRY COMPACTION. BACKFILLING IN ALL OTHER AREAS SHALL BE IN ACCORDANCE WITH THE LOCAL JURISDICTIONS STANDARDS. THE CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A CALIFORNIA LICENSED GEOTECHNICAL ENGINEER.
10. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY FACILITIES CONSTRUCTED ON THE RAILROAD RIGHT-OF-WAY, IN ADDITION TO DEBRIS, TRASH, AND OTHER ITEMS NOT ORIGINALLY AT THE SITE PRIOR TO CONSTRUCTION, AND SHALL NOTIFY MTS WITHIN 24 HOURS THAT ALL CONSTRUCTION HAS BEEN COMPLETED.

JACK AND BORE OPERATIONS

1. PRIOR TO ANY COMMENCEMENT OF WORK, THE CONTRACTOR SHALL SUBMIT TO MTS FOR REVIEW AND APPROVAL, A PLAN SHOWING THE PROPOSED METHOD OF CASING INSTALLATION, CONSTRUCTION ACCESS, STOCKPILE LOCATIONS, SWPPP CONTROL MEASURES, FENCING TYPE AND LOCATION, AND A MILESTONE SCHEDULE. THE CONTRACTOR MAY UTILIZE ANY ONE OF THE FOLLOWING METHODS OF INSTALLING CASING AND SHALL ADHERE TO ITS RESPECTIVE REQUIREMENTS:

JACKING:

- A. THIS METHOD SHALL BE IN ACCORDANCE WITH THE AREMA (AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION) MANUAL, VOLUME 1, CHAPTER 1, PART 4, EARTH BORING AND JACKING CULVERT PIPE THROUGH FILLS. THIS OPERATION SHALL BE CONDUCTED WITHOUT HANDMINING AHEAD OF THE PIPE AND WITHOUT THE USE OF ANY TYPE OF BORING, AUGERING, OR DRILLING EQUIPMENT.
- B. BRACING AND BACKSTOPS SHALL BE DESIGNED AND JACKS WITH SUFFICIENT RATING USED SO THAT THE JACKING CAN PROGRESS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE REACHES THE RECEIVING PIT.
- C. DURING JACKING, AN EARTH PLUG 1.5 TIMES THE DIAMETER OF THE CASING SHALL BE MAINTAINED AT ALL TIMES. JACKING OPERATIONS SHALL BE CONTINUOUS ON A 24-HOUR PER DAY BASIS UNTIL THE JACKING OPERATION IS COMPLETED.

AUGER BORING:

- A. THIS METHOD CONSISTS OF PUSHING THE CASING PIPE INTO THE EARTH WITH A HORIZONTAL AUGER BORING MACHINE WITH AN AUGER ROTATING WITHIN THE CASING PIPE TO REMOVE THE SPOIL. THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL PREVENT THE AUGER FROM ADVANCING IN FRONT OF THE CASING SO THAT THERE WILL BE NO UNSUPPORTED EXCAVATION AHEAD OF THE CASING. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED. THE OVER-CUT BY THE CUTTING HEAD SHALL NOT EXCEED THE OUTSIDE DIAMETER OF THE CASING PIPE BY MORE THAN ONE-HALF INCH. THE FACE OF THE CUTTING HEAD SHALL BE ARRANGED TO PROVIDE REASONABLE OBSTRUCTION TO THE FREE FLOW OR RUNNING OF EARTH MATERIAL.
- B. THE USE OF WATER OR OTHER LIQUIDS TO FACILITATE CASING PLACEMENT AND/OR SPOIL REMOVAL IS PROHIBITED.
- C. PLANS AND DESCRIPTIONS OF THE AUGER STOP ARRANGEMENT TO BE USED SHALL BE SUBMITTED TO MTS FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.

NOTE: ANY METHOD WHICH EMPLOYS SIMULTANEOUS BORING AND JACKING OR DRILLING AND JACKING FOR PIPES OVER 8 INCHES IN DIAMETER THAT DOES NOT ADHERE TO THE ABOVE REQUIREMENTS WILL NOT BE PERMITTED. FOR CASING PIPES 8 INCHES AND SMALLER IN DIAMETER, AUGERING OR BORING WITHOUT THE SAME REQUIREMENTS MAY BE CONSIDERED IF APPROVED BY MTS. DIRECTIONAL DRILLING (FOR CASINGS 12 IN DIAMETER OR LESS)



MTS NOTES CONTINUED:

DIRECTIONAL DRILLING (FOR CASINGS 12IN DIAMETER OR LESS)

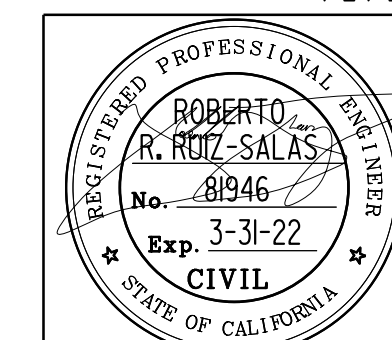
- A. THIS METHOD CONSISTS OF UTILIZING SPECIALIZED DRILLING EQUIPMENT TO BORE A SMALL DIAMETER PILOT HOLE ALONG THE DESIRED ALIGNMENT USING A MECHANICAL CUTTING HEAD WITH HIGH-PRESSURE BENTONITE SLURRY TO REMOVE THE CUTTINGS. THE DRILL STRING IS ADVANCED WITH THE BENTONITE SLURRY PUMPED THROUGH THE STRING TO THE CUTTING HEAD AND THEN FORCED BACK ALONG THE STRING, CARRYING THE CUTTINGS BACK TO THE SURFACE FOR REMOVAL. AFTER THE CUTTING HEAD REACHES THE FAR SIDE OF THE CROSSING, IT IS REMOVED AND A REAMER (WITH A DIAMETER WIDER THAN THE CUTTING HEAD) IS ATTACHED TO THE LEAD END OF THE DRILL STRING. THE CASING IS ATTACHED TO THE REAMER AND THE CASING IS THEN PULLED BACK INTO ITS FINAL POSITION.
 - B. EXCAVATING THE SOIL BY MEANS OF JETTING OF FLUID OR JETTING OF SLURRY ARE NOT ALLOWED.
 - C. SLURRY USE SHALL BE KEPT TO A MINIMUM AND SHALL ONLY BE USED FOR HEAD LUBRICATION AND/OR SPOILS RETURN. THE CONTRACTOR SHALL CALCULATE ANTICIPATED SLURRY USE AND MONITOR ACTUAL USE DURING THE BORING OPERATION IN ORDER TO DETERMINE THE SLURRY LOSS INTO THE SURROUNDING SOIL. THE BENTONITE SLURRY SHALL SEAL THE ANNULAR SPACE BETWEEN THE CASING AND THE EXCAVATED SOIL WITH A MINIMUM RETURN OF 95%.
2. JACKING AND RECEIVING PITS SHALL BE FENCED ON ALL SIDES AND SECURED IN COMPLIANCE WITH OSHA REQUIREMENTS.
 3. ALL JACK AND BORE OPERATIONS WITHIN THE RAILROAD RIGHT-OF-WAY SHALL BE ADVANCED IN A TIMELY MANNER WITH MINIMAL BREAKS IN OPERATION AND NO CHANGE IN CREW OR OPERATOR. AN MTS INSPECTOR SHALL BE PRESENT AT ALL TIMES UNLESS OTHERWISE APPROVED BY MTS. SHOULD WORK BEGIN WITHOUT THE PROPER APPROVALS, THE WORK WILL BE HALTED AND ANY CASING INSTALLED WILL BE ABANDONED IN PLACE, PRESSURE GROUTED FULL, AND CAPPED TO THE SATISFACTION OF THE MTS.
 4. PRESSURE GROUTING OF THE SOILS BEFORE OR DURING JACKING OR BORING MAY BE REQUIRED TO STABILIZE THE SOIL, CONTROL WATER, PREVENT LOSS OF MATERIAL, AND PREVENT SETTLEMENT OR DISPLACEMENT OF THE GROUND AND/OR TRACKS. GROUT SHALL BE CEMENT, CHEMICAL, OR OTHER SPECIAL INJECTION MATERIAL SELECTED TO ACCOMPLISH THE NECESSARY STABILIZATION. THE GROUTING CONTRACTOR SHALL BE A SPECIALIST IN THE FIELD WITH A MINIMUM OF 5 YEARS CONTINUOUS EXPERIENCE OF SUCCESSFULLY GROUTING SOIL MATERIALS TO BE USED AND THE METHOD OF INJECTION SHALL BE PREPARED BY A CALIFORNIA LICENSED GEOTECHNICAL ENGINEER, OR BY AN EXPERIENCED AND QUALIFIED COMPANY SPECIALIZING IN THIS WORK AND SUBMITTED FOR APPROVAL BY MTS PRIOR TO THE COMMENCEMENT OF WORK. PROOF OF EXPERIENCE AND COMPETENCY SHALL ACCOMPANY THE SUBMISSION.
 5. BORED OR JACKED INSTALLATIONS SHALL HAVE A BORED-HOLE DIAMETER ESSENTIALLY THE SAME AS THE OUTSIDE DIAMETER OF THE CASING PLUS THE THICKNESS OF THE PROTECTIVE COATING. IF VOIDS SHOULD DEVELOP OR IF THE BORED-HOLE DIAMETER IS GREATER THAN THE OUTSIDE DIAMETER OF THE CASING PIPE, PLUS COATING, BY MORE THAN APPROXIMATELY 1 INCH, GROUTING OR OTHER METHODS AS APPROVED BY MTS SHALL BE EMPLOYED TO FILL SUCH VOIDS.
 6. CASING AND CARRIER PIPES SHALL BE CONSTRUCTED TO PREVENT LEAKAGE OF ANY SUBSTANCE.
 7. IF AN OBSTRUCTION IS ENCOUNTERED DURING INSTALLATION OF THE CASING PIPE THAT WILL STOP THE FORWARD ACTION OF THE PIPE, AND IT BECOMES EVIDENT THAT IT IS IMPOSSIBLE TO ADVANCE THE PIPE, OPERATIONS WILL CEASE AND THE PIPE SHALL BE ABANDONED IN-PLACE AND PRESSURE GROUTED FULL WITH A 2-SACK SLURRY BEFORE CONTINUING WITH WORK.
 8. IF GROUND DISPLACEMENT IS DETECTED DURING THE INSTALLATION OF THE CASING PIPE, THEN ALL OPERATIONS SHALL STOP. THE CONTRACTOR SHALL DEVELOP A REMEDIATION PLAN THAT IS APPROVED BY MTS BEFORE RESUMING OPERATIONS. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES RESULTING FROM GROUND DISPLACEMENT. SHOULD THE TRACK DISPLACE, CORRECTIVE ACTION SHALL BE TAKEN BY MTS FORCES OR THE CONTRACTOR AS APPROVED BY MTS. MTS EXPENSES SHALL BE REIMBURSED BY THE CONTRACTOR.
 9. SHOULD GROUND WATER OR OTHER LOOSE AND UNSTABLE SOILS CONDITIONS BE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK, NOTIFY THE RAILROAD INSPECTOR AND FLAGMAN, PROVIDE NECESSARY SUPPORT TO TRACK AND OTHER RAILROAD STRUCTURES, AND NOTIFY MTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE NECESSARY CORRECTIONS TO CONSTRUCTION PROCESS TO ALLOW FOR SAID CONDITIONS.
 10. WHEN WATER IS KNOWN OR EXPECTED TO BE ENCOUNTERED AT THE SITE, THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING:
 - A. THE PROPOSED METHODS OF DEWATERING SHALL BE SUBMITTED TO MTS FOR REVIEW AND APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.
 - B. PUMPS OF SUFFICIENT CAPACITY TO HANDLE THE FLOW SHALL BE MAINTAINED AT THE SITE AND BE OPERATED ON A 24-HOUR PER DAY BASIS UNTIL THE MTS INSPECTOR DETERMINES THEIR OPERATION CAN BE SAFELY HALTED.
 - C. THE DEWATERING SYSTEM SHALL LOWER AND MAINTAIN THE GROUND WATER LEVEL TO A MINIMUM OF 2 FEET BELOW THE INVERT AT ALL TIMES DURING CONSTRUCTION BY UTILIZING WELL POINTS, VACUUM WELL POINTS, OR DEEP WELLS TO PREVENT THE INFLOW OF WATER OR WATER AND SOIL INTO THE HEADING. GROUND WATER OBSERVATION WELLS MAY BE REQUIRED TO DEMONSTRATE THAT THE DEWATERING REQUIREMENTS ARE BEING COMPLIED WITH.
 - D. CLOSE OBSERVATION OF THE RAILROAD TRACKWAY SHALL BE MAINTAINED TO DETECT ANY SETTLEMENT OR DISPLACEMENT OF TRACK, GROUND, OR FACILITIES.
 - E. THE DISCHARGE FROM THE DEWATERING OPERATIONS IN THE VICINITY OF THE RAILROAD SHALL BE CAREFULLY MONITORED. SHOULD EXCESSIVE FINE SOILS PARTICLES AT ANY TIME DURING THE DEWATERING PROCESS BE OBSERVED, THE DEWATERING SHALL BE HALTED IMMEDIATELY AND CANNOT RESUME UNTIL THE UNSATISFACTORY CONDITION IS REMEDIATED TO THE SATISFACTION OF THE MTS INSPECTOR.
 11. ALL ENDS OF THE CASING PIPE SHALL BE SEALED UNLESS OTHERWISE AUTHORIZED BY MTS. WHEN CASING PIPES ARE SEALED AT EACH END, VENT PIPES SHALL BE INSTALLED.
 12. THE CONTRACTOR SHALL INSTALL PERMANENT SIGNS IDENTIFYING THE LOCATION OF THE PIPE AT THE EDGE OF THE RAILROAD RIGHT-OF-WAY UNLESS WITHIN A PUBLIC GRADE CROSSING.
 13. ALL ABANDONED PIPES LEFT IN PLACE SHALL BE PRESSURE GROUTED FULL THE ENTIRE LENGTH. LOCATION, LENGTH, AND DEPTH OF ABANDONED CASING PIPES AND CARRIER PIPES SHALL BE SHOWN ON THE AS-BUILT DRAWINGS.
 14. ALL UNDERGROUND UTILITIES CONSTRUCTED WITHIN RAILROAD RIGHT-OF-WAY OR ABANDONED IN PLACE IS SUBJECT TO MTS INDEPENDENT INSPECTION AND ACCEPTANCE.

C-18

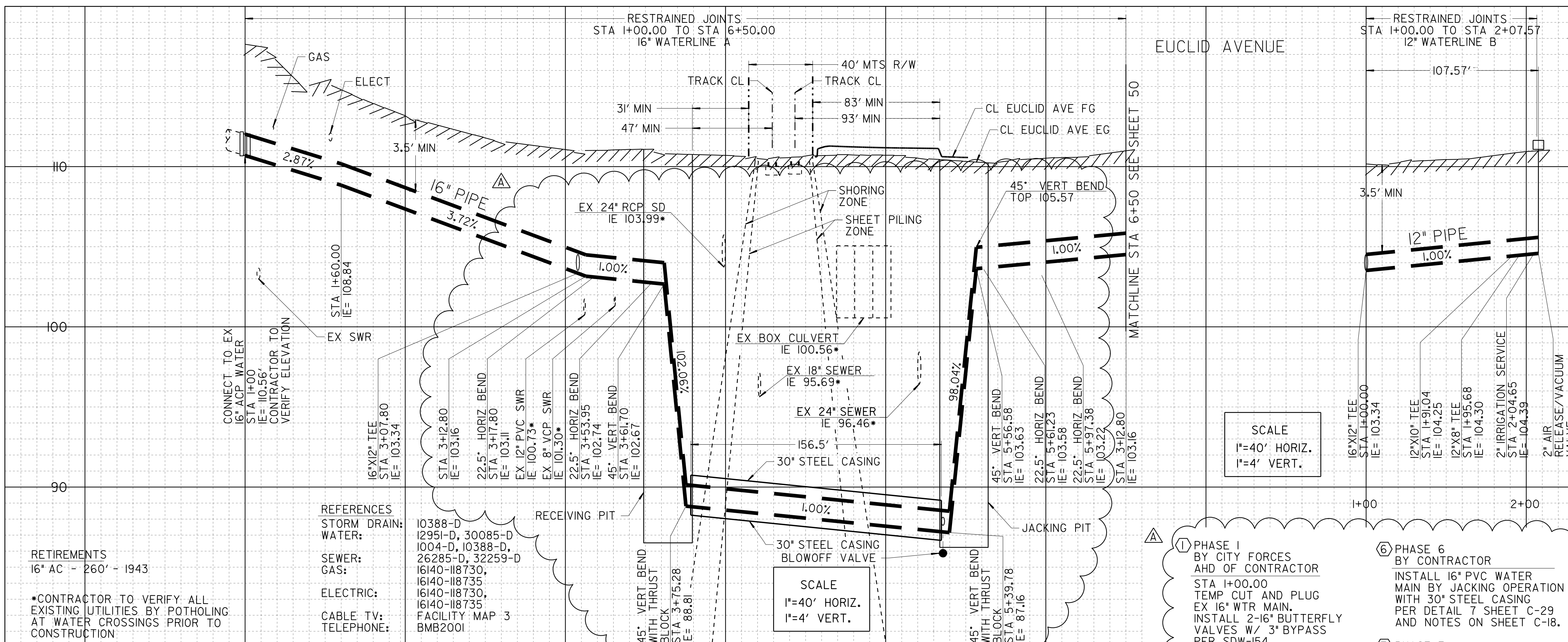
PLANS FOR THE CONSTRUCTION OF MARKET: 47TH ST TO EUCLID COMPLETE STREET AND WATER & SEWER REPLACEMENT

CONSTRUCTION DETAILS MARKET STREET MEDIANS

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 26 OF 112 SHEETS		WBS S-16061 WATER B-17052 SEWER B-17054															
APPROVED: <i>[Signature]</i> 1/30/2020 FOR CITY ENGINEER DATE BRADLEY JOHNSON 45836 PRINT DCE NAME RCE#		SUBMITTED BY: HOSSAIN SHERZAI PROJECT MANAGER															
<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>FILMED</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL</td> <td>KHA</td> <td><i>[Signature]</i></td> <td>1/30/20</td> <td></td> </tr> <tr> <td>ADDENDUM A</td> <td>KHA</td> <td><i>[Signature]</i></td> <td>3/19/20</td> <td></td> </tr> </tbody> </table>		DESCRIPTION	BY	APPROVED	DATE	FILMED	ORIGINAL	KHA	<i>[Signature]</i>	1/30/20		ADDENDUM A	KHA	<i>[Signature]</i>	3/19/20		CHECKED BY: HOSSAIN SHERZAI PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED													
ORIGINAL	KHA	<i>[Signature]</i>	1/30/20														
ADDENDUM A	KHA	<i>[Signature]</i>	3/19/20														
		198-1743 CCS27 COORDINATE															
		1838-6303 CCS83 COORDINATE															
CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED															
		40810-26-D															



MEDIAN CONSTRUCTION DETAILS



WATERLINE A			
HORIZONTAL			
	STATION	NORTHING	EASTING
POB	1+00.00	1838696.11	6304818.74
PI	3+17.80	1838853.89	6304820.93
Tangential Direction:	N 0°47'54" E		
Tangential Length:	317.8		
Element: Linear			
PI	3+17.80	1838853.89	6304820.93
PI	3+53.95	1838887.1	6304835.23
Tangential Direction:	N 23°17'43" E		
Tangential Length:	36.15		
Element: Linear			
PI	3+53.95	1838887.1	6304835.23
PI	5+61.23	1839094.36	6304838.12
Tangential Direction:	N 0°47'54" E		
Tangential Length:	207.29		
Element: Linear			
PI	5+61.23	1839094.36	6304838.12
PI	5+97.38	1839127.94	6304824.75
Tangential Direction:	N 21°42'06" W		
Tangential Length:	36.14		
Element: Linear			
PI	5+97.38	1839127.94	6304824.75
POE	6+50.00	1839180.56	6304825.49
Tangential Direction:	N 0°47'55" E		
Tangential Length:	52.62		

WATERLINE B			
HORIZONTAL			
	STATION	NORTHING	EASTING
Element: Linear			
POB	1+00.00	1838843.9	6304820.8
PI	1+28.28	1838844.29	6304792.52
Tangential Direction:	N 89°12'05.55" W		
Tangential Length:	28.28		
Element: Linear			
PI	1+28.28	1838844.29	6304792.52
POE	2+07.57	1838923.57	6304793.62
Tangential Direction:	N 0°47'54.45" E		
Tangential Length:	79.29		

RETIREMENTS
16" AC - 260' - 1943

*CONTRACTOR TO VERIFY ALL EXISTING UTILITIES BY POTHOLING AT WATER CROSSINGS PRIOR TO CONSTRUCTION

REFERENCES
STORM DRAIN:
WATER:
SEWER:
GAS:
ELECTRIC:
CABLE TV:
TELEPHONE:

10388-D
12951-D, 30085-D
1004-D, 10388-D,
26285-D, 32259-D
16140-18730,
16140-18735,
16140-18730,
16140-18735,
16140-18735,
FACILITY MAP 3
BMB2001

SCALE
1"=40' HORIZ.
1"=4' VERT.

SCALE
1"=40' HORIZ.
1"=4' VERT.

- PHASE 1 BY CITY FORCES AHD OF CONTRACTOR STA 1+00.00 TEMP CUT AND PLUG EX 16" WTR MAIN. INSTALL 2-16" BUTTERFLY VALVES W/ 3" BYPASS PER SDW-154. INSTALL 1-6" RSGV. RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED.
- PHASE 2 BY CITY FORCES AHD OF CONTRACTOR STA 1+00.00 TEMP CUT AND PLUG EX 8" WTR MAIN. RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED.
- PHASE 3 BY CITY FORCES AHD OF CONTRACTOR STA 1+00.00 TEMP CUT AND PLUG EX 10" WTR MAIN. RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED.
- PHASE 4 BY CONTRACTOR REPLACE IN PLACE 16" ACP WATER MAIN WITH 16" PVC WATER MAIN PER SDW-107 AND SDW-110.
- PHASE 5 BY CONTRACTOR INSTALL 22.5" HORIZONTAL BEND WITH RESTRAINED JOINT.
- PHASE 6 BY CONTRACTOR INSTALL 16" PVC WATER MAIN BY JACKING OPERATION WITH 30" STEEL CASING PER DETAIL 7 SHEET C-29 AND NOTES ON SHEET C-18.
- PHASE 7 BY CONTRACTOR INSTALL 4" BLOW-OFF VALVE PER SDW-144.
- PHASE 8 BY CONTRACTOR INSTALL 16"x12" TEE. INSTALL 12" RSGV PER SDW-153.
- PHASE 9 BY CONTRACTOR INSTALL END CAP AND THRUST BLOCK PER SDW-151. INSTALL 2" IRRIGATION SERVICE.
- PHASE 10 BY CONTRACTOR INSTALL 12"x10" DI TEE. INSTALL THRUST BLOCK PER SDW-151. INSTALL 10" RSGV.
- PHASE 11 BY CONTRACTOR INSTALL 12"x8" DI TEE. INSTALL THRUST BLOCK PER SDW-151. INSTALL 8" RSGV.
- PHASE 12 BY CONTRACTOR ST 2+07.57 INSTALL 2" AIR RELEASE/ AIR VACUUM PER SDW-159.

- GENERAL NOTES:
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CASING THICKNESS REQUIRED FOR THE JACKING OPERATION AND ADJUST ACCORDINGLY FOR THE LOADS/STRESSES CALCULATED FOR THE INSTALLATION.
 - PROVIDE CORROSION PREVENTATIVE COATING ON ALL BURIED DUCTILE IRON PIPE AND FITTINGS INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS, FLANGE BOLTS, AND VALVES. THE COATING (EPOXY, FUSION BONDED EPOXY, WAX TAPE [RECOMMENDED], OR POLYURETHANE) SHALL BE HOLIDAY FREE AND CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITE BOOK) PART 209-1.1.2. IF USING WAX TAPE, OVERLAP EXISTING METALLIC PIPING BY 12 INCHES ON EACH SIDE. IF NEW METALLIC FITTING CONNECTS TO EXISTING METALLIC PIPING ON EACH SIDE, INSTALL EXOTHERMICALLY WELDED BOND CABLES PER SDW-122. IF ANY PIPE MATERIALS ARE CHANGED TO METALLIC PIPE DURING THE DESIGN DEVELOPMENT OR CONSTRUCTION PHASE, A NEW REVIEW CYCLE BY THE CITY'S CORROSION DEPT. WILL BE REQUIRED.
 - CONTRACTOR TO VERIFY ALL EXISTING UTILITIES BY POTHOLING AT WATER CROSSINGS PRIOR TO CONSTRUCTION.
 - SEE IMPROVEMENT PLANS FOR WATER LATERAL EXTENSIONS, WATER METER RELOCATIONS, AND FIRE HYDRANT RELOCATIONS ALONG MARKET STREET.

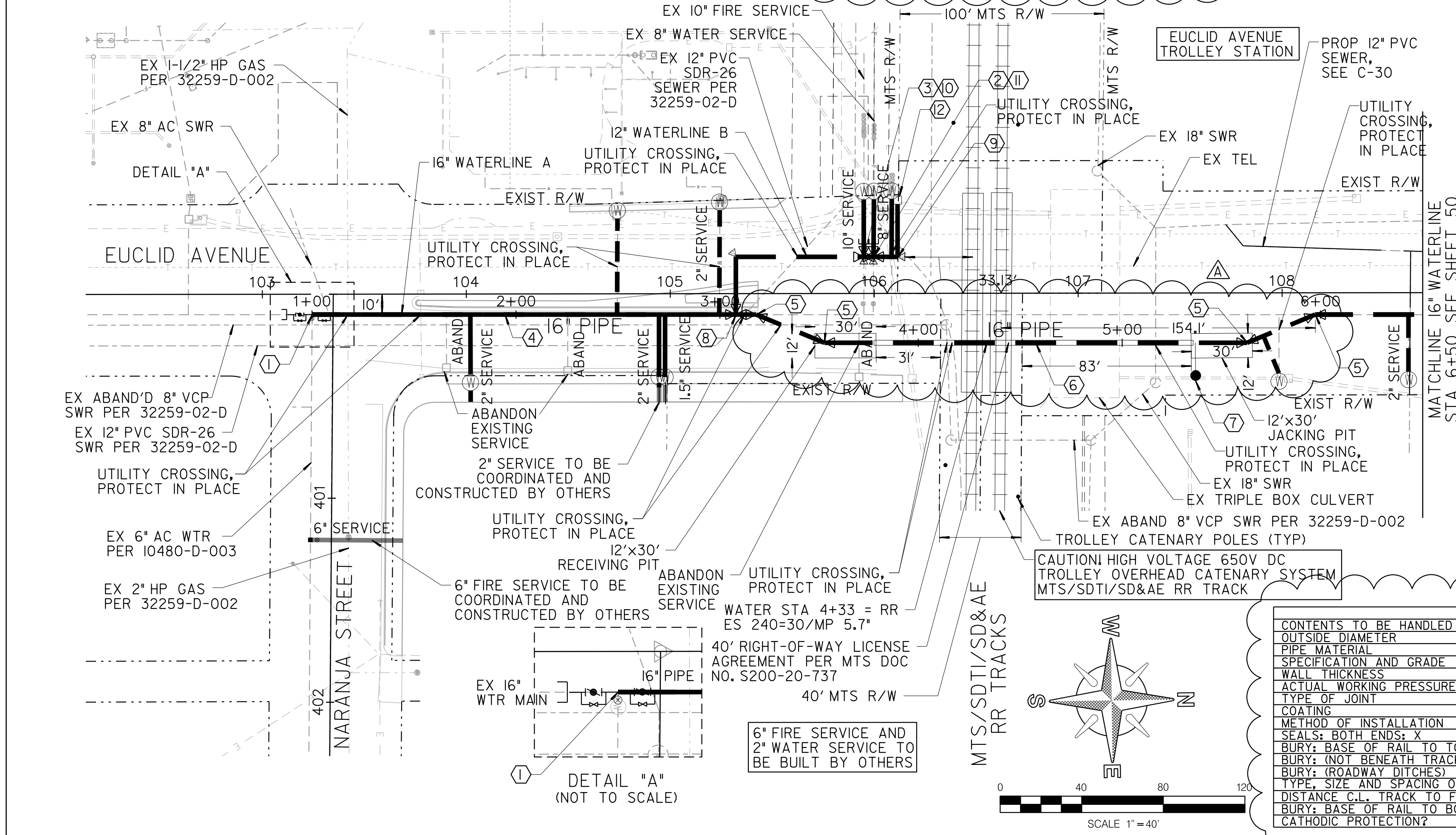
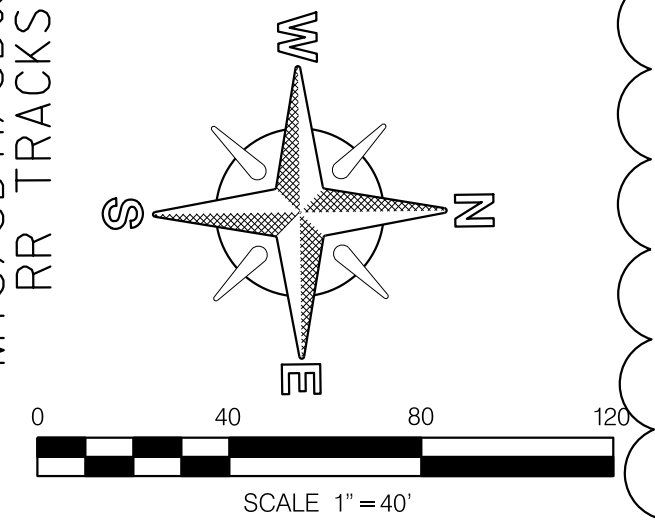
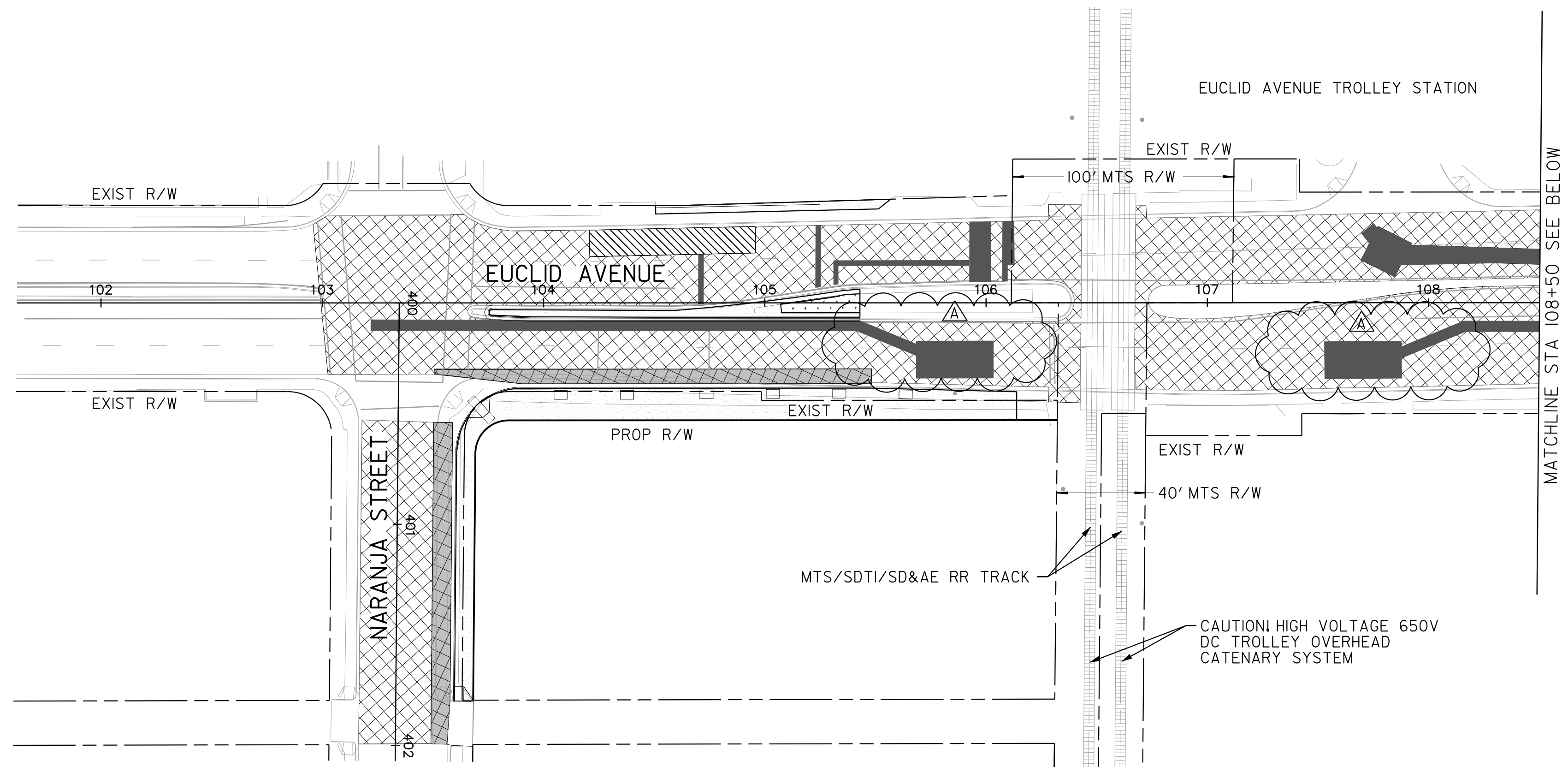


TABLE I-5-6. PLAN DATA

CONTENTS TO BE HANDLED	CARRIER PIPE	CASING PIPE
OUTSIDE DIAMETER	WATER (POTABLE) 17.4"	WATER PIPE 30"
PIPE MATERIAL	PVC-DR-18	STEEL
SPECIFICATION AND GRADE	AWWA C900	EXTRA STRONG ASTM A53 GRADE B STEEL
WALL THICKNESS	0.967"	0.5" MIN*
ACTUAL WORKING PRESSURE	150 PSI	N/A
TYPE OF JOINT	BELL & SPIGOT	BUTT JOINTS - WELDED
COATING	N/A	BITUMINOUS
METHOD OF INSTALLATION	INSERTION INTO SLEEVE	JACK AND BORE
SEALS: BOTH ENDS: X	ONE END:	TYPE:
BURY: BASE OF RAIL TO TOP OF CASING	20 FT.	0 IN.
BURY: (NOT BENEATH TRACKS)	20 FT.	3 IN.
BURY: (ROADWAY DITCHES)	N/A	
TYPE, SIZE AND SPACING OF INSULATORS OR SUPPORTS:	STAINLESS STEEL (SPACING PER MFR RECOMMENDATIONS)	
DISTANCE CL. TRACK TO FACE OF JACKING/RECEIVING PITS:	47' MIN	
BURY: BASE OF RAIL TO BOTTOM JACKING/RECEIVING PITS:	23.5'	
CATHODIC PROTECTION?	NO	

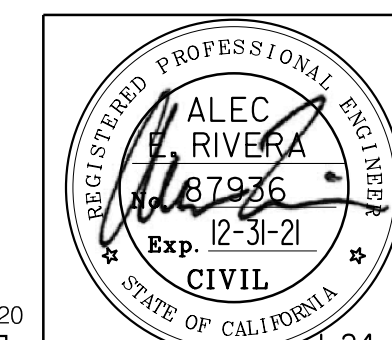
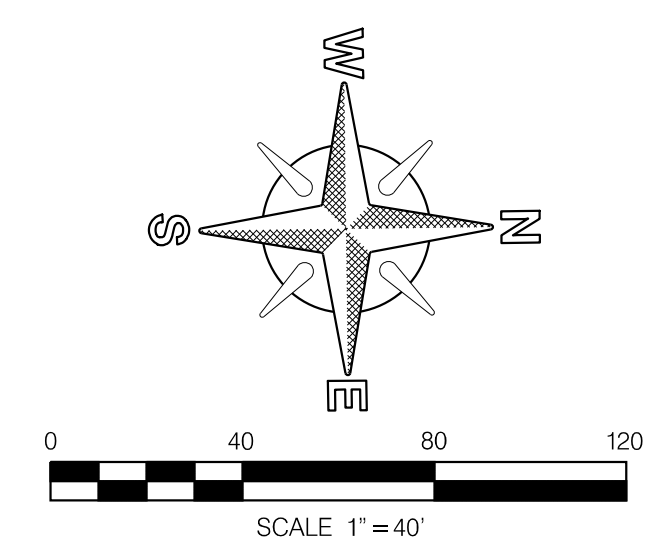
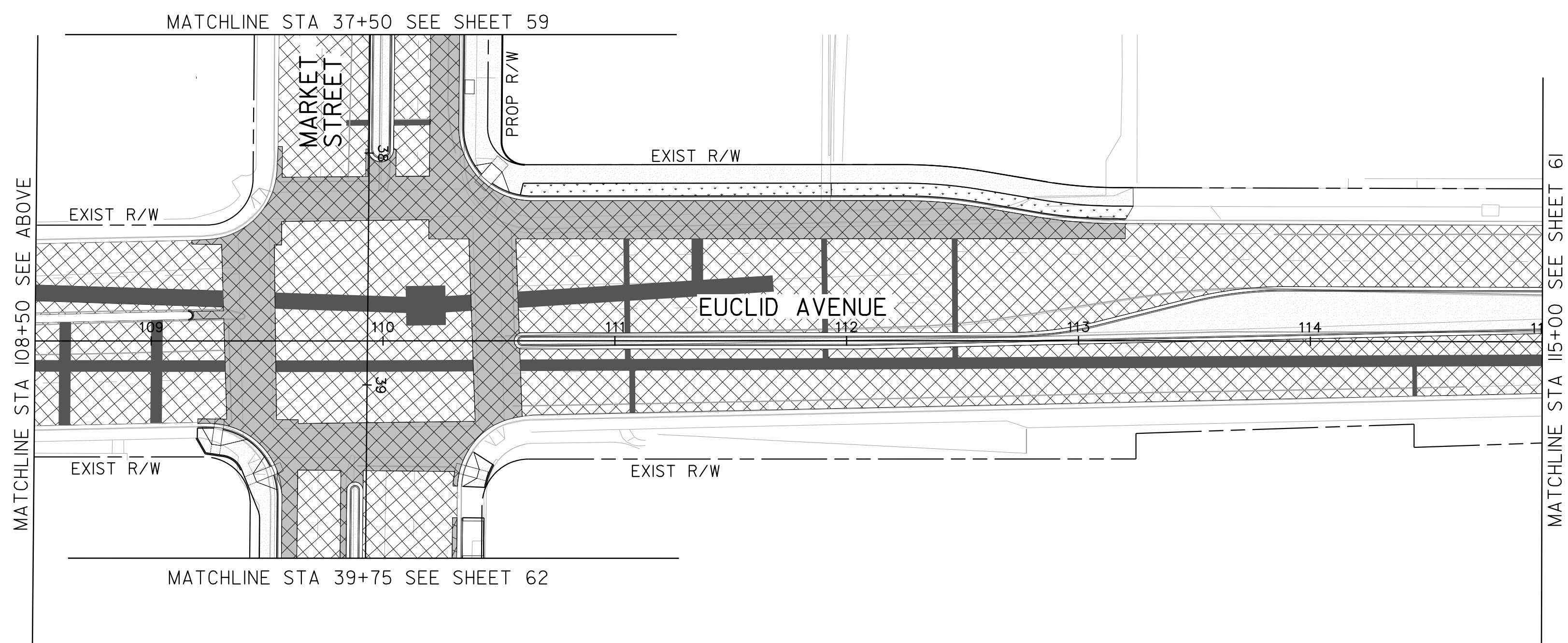




PAVEMENT LEGEND

	AC PAVEMENT (5' AC OVER 16' CTB)
	AC PAVEMENT (6' AC OVER 20' CTB)
	3' COLD MILL AND AC OVERLAY
	2' COLD MILL AND AC OVERLAY
	TRENCH RESURFACING
	BIKE PATH OVER PROPOSED SIDEWALK (PER SDG-I55)
	BIKE PATH OVER EXISTING SIDEWALK
	CONCRETE SIDEWALK PER SDG-I55
	CONCRETE DRIVEWAY (SEE CONSTRUCTION DETAIL SHEETS)
	BUS STOP SLAB PER SDG-I02 (9' PCC OVER 6' CTB)

- NOTES:**
- ALL PCC STREETS SHALL BE SAWCUT TO THE STANDARD TRENCH WIDTH PER CITY STD. DWG. SDG-I08. ANY ADDITIONAL SAWCUTTING OR ADDITIONAL CONCRETE REMOVAL MUST BE PRE-APPROVED IN WRITING BY THE RESIDENT ENGINEER. SHALL THE CONTRACTOR PROCEED WITHOUT APPROVAL, ALL COST ASSOCIATED SHALL BE BORNE BY THE CONTRACTOR.
 - THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER. CONTRACTOR SHALL ARRANGE FOR A PRE-WALK WITH RESIDENT ENGINEER FOR DETERMINATION OF AREA.
 - SLURRY SEAL AND AC OVERLAY SHALL EXTEND TO THE ENTIRE CURB RETURN UNLESS OTHERWISE DIRECTED BY THE RESIDENT ENGINEER.
 - DAMAGE TO GUTTER OR CURBS CAUSED BY CONSTRUCTION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY.
 - NEW AC PAVEMENT NARROWER THAN 20' AND ADJACENT TO EXIST AC PAVEMENT SHALL RECEIVE SLURRY SEAL.



C-52

**PLANS FOR MARKET: 47TH ST TO EUCLID
COMPLETE STREET AND
WATER & SEWER REPLACEMENT**

STREET RESURFACING
STATION 102+00 TO STATION 115+00

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 60 OF 112 SHEETS		WBS S-16061 WATER B-17052 SEWER B-17054		
APPROVED: <i>[Signature]</i> FOR CITY ENGINEER BRADLEY JOHNSON PRINT DCE NAME	DATE 1/30/2020 45836 RCE#	SUBMITTED BY: HOSSAI SHERZAI PROJECT MANAGER CHECKED BY: HOSSAI SHERZAI PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	QIC	<i>[Signature]</i>	1/30/20	
ADDENDUM A	QIC	<i>[Signature]</i>	3/19/20	
CONTRACTOR		DATE STARTED	1838-6303	
INSPECTOR		DATE COMPLETED	40810-60-D	

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. REQUIRED DOCUMENTS SCHEDULE

1. To Required Documents Schedule, pages 5 through 7, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 4 of this Addendum.

C. CERTIFICATIONS AND FORMS

1. To Electronically Submitted Forms, page 330, **DELETE** in its entirety and **SUBSTITUTE** with page 5 of this Addendum.
2. To Debarment and Suspension Certification (Prime Subcontractor) Form, page 335, **DELETE** in its entirety and **SUBSTITUTE** with page 6 of this Addendum.
3. To Debarment and Suspension Certification (For Subcontractors/Suppliers/Manufacturers) Form, page 336, **DELETE** in its entirety and **SUBSTITUTE** with page 7 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *March 26, 2020*
San Diego, California

JN/RWB/mlw

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.	<u>Bid Bond (PDF via PlanetBids)</u>	<u>At Time of Bid</u>	ALL BIDDERS
2.	<u>Contractors Certification of Pending Actions</u>	<u>At Time of Bid</u>	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29	At Time of Bid	ALL BIDDERS
7.	Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the filing of Required Reports To the Equal Opportunity Clause and the Filing of Required Reports	At Time of Bid	ALL BIDDERS
8.	Public Contract Code Section 10162 Questionnaire	At Time of Bid	ALL BIDDERS
9.	Non-Lobbying Certification	At Time of Bid	ALL BIDDERS
10.	Lobby Prohibition, Certification and Disclosure	At Time of Bid	ALL BIDDERS
11.	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
12.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
13.	Contractor's Experience and Past Project Documentation. See SSPs and 2015 WB Section 500-1-1.2.1, "Initial Submittals"	<u>At Time of Bid</u>	ALL BIDDERS
14.	Contractor's Experience and Past Project Documentation. See SSPs and 2015 WB Section 500-1-1.2.1, "Initial Submittals"	<u>At Time of Bid</u>	ALL BIDDERS
15.	Bid Bond (Original)	<u>By 5PM Next Business Day After Bid Opening</u>	5 APPARENT LOW BIDDERS

<u>ITEM</u>	<u>DOCUMENT TO BE SUBMITTED</u>	<u>WHEN DUE</u>	<u>FROM</u>
16.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	APPARENT LOW BIDDER
17.	Pre-Award Schedule (Phased Funded Contracts Only)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
18.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
19.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
20.	Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
21.	Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
22.	Exhibit 15-H DBE Information – Good Faith Effort	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
23.	Exhibit 16-B Subcontracting Request	Prior to subcontracting work during construction.	AWARDED BIDDER
24.	Exhibit 16-Z Monthly DBE Trucking Verification	Prior to the 15 th of every month.	AWARDED BIDDER
25.	Exhibit 17-O DBE Certification Status Change	Within 30 calendar days of notice of completion.	AWARDED BIDDER
26.	Exhibit 17-F Final Report – Utilization of DBE, First Tier Subcontractors	Within 90 calendar days of notice of completion.	AWARDED BIDDER
27.	FHWA PR-1391	The Prime contractor and all subcontractors, regardless of tier, who have a Federal-aid contract exceeding \$10,000	See Attachment D requirements.

ELECTRONICALLY SUBMITTED FORMS

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

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- G. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**
- H. CONTRACTOR’S EXPERIENCE AND PAST PROJECT DOCUMENTATION (SEE SECTION 500-1.1.2.1 INITIAL SUBMITTALS FOR REQUIREMENTS)**
- I. MANUFACTURER AUTHORIZED INSTALLER CERTIFICATION (SEE SECTION 500-1.1.2.1 INITIAL SUBMITTALS FOR REQUIREMENTS)**
- J. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**
- K. NON-LOBBYING CERTIFICATION**
- L. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**
- M. DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

Bid Results

Bidder Details

Vendor Name Palm Engineering Construction Co., Inc.
Address 7330 Opportunity Road
 Suite A
 San Diego, CA, CA 92111
 United States
Respondee Rasoul Shahbazi
Respondee Title President
Phone 619-291-1495 Ext.
Email richard@palmengineeringco.com
Vendor Type MALE,PQUAL,CADIR,Local
License # 853930
CADIR 1000003218

Bid Detail

Bid Format Electronic
Submitted April 1, 2020 1:48:39 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 206759
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
pending actions	Pending.pdf	Contractor's Certification of Pending Actions
interests	Interests.pdf	Mandatory Disclosure of Business Interest Form
title 49	Title 49.pdf	Debarment and Suspension Certification Title 49, Code...
prime debar	Debarment -Prime.pdf	Debarment and Suspension Certification (Prime Contractor)
debar subs	Debarment -All Subs.pdf	Debarment and Suspension Certification (Subcontractors/Suppliers/Manufacturers)
equal	Equal Op.pdf	Certification with regard to the Performance of Previous Contracts...
experience	Nu-Line Experience - Qualifications.pdf	Contractor's Experience and Past Project Documentation (see 500-1.1.2.1)
installer	Nu-Line Experience - Qualifications.pdf	Manufacturer Authorized Installer Certification (see 500-1.1.2.1)
10162	10162.pdf	Public Contract Code Section 10162 Questionnaire
non lob	nonlob.pdf	Non-Lobbying Certification
prohib	lob proh.pdf	Lobby Prohibition, Certification and Disclosure
lob act	lob activ.pdf	Disclosure of Lobbying Activities

Bid Results

File Title	File Name	File Type
bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Bonds (Payment and Performance)					
	524126	LS	1	\$140,000.00	\$140,000.00	
2	MTS Allowance (EOC Type 1)					
	237310	AL	1	\$10,000.00	\$10,000.00	
3	SWPPP Development					
	541330	LS	1	\$5,000.00	\$5,000.00	
4	SWPPP Implementation					
	237990	LS	1	\$300,000.00	\$300,000.00	
5	SWPPP Permit Fee (EOC Type I)					
	541330	AL	1	\$2,000.00	\$2,000.00	
6	Remove and Relocate Bus Stop Bench					
	237310	EA	1	\$500.00	\$500.00	
7	Remove and Relocate RRFB					
	238210	EA	1	\$3,200.00	\$3,200.00	
8	18" Biofiltration Soil					
	237110	CY	83	\$200.00	\$16,600.00	
9	Mulch for Biofiltration					
	237110	CY	13	\$100.00	\$1,300.00	
10	ASTM 57 3/4" Crushed Stone					
	237110	CY	55	\$100.00	\$5,500.00	
11	Concrete Liner for Biofiltration					
	237110	CY	157	\$2,300.00	\$361,100.00	
12	11'x7' Filterra					
	237110	EA	1	\$55,000.00	\$55,000.00	
13	12'x4' Filterra					
	237110	EA	2	\$36,000.00	\$72,000.00	
14	14'x8' Filterra					
	237110	EA	1	\$85,000.00	\$85,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
15	Medium Sandblast Bike Path on Existing Sidewalk					
	237310	SF	5975	\$0.50	\$2,987.50	
16	Roadside Signs					
	237310	LS	1	\$26,000.00	\$26,000.00	
17	Mobilization					
	237310	LS	1	\$400,000.00	\$400,000.00	
18	Field Orders (EOC Type II)					
		AL	1	\$323,000.00	\$323,000.00	
19	Clearing and Grubbing					
	238910	LS	1	\$220,000.00	\$220,000.00	
20	Excavate and Export (Unclassified)					
	237310	CY	3205	\$60.00	\$192,300.00	
21	Adjust Existing Manhole Frame and Cover to Grade					
	237310	EA	1	\$1,000.00	\$1,000.00	
22	Adjust Existing Curb Inlet to Grade					
	237310	EA	1	\$3,000.00	\$3,000.00	
23	Adjust Existing Water Valve to Grade					
	237310	EA	4	\$600.00	\$2,400.00	
24	Adjust Existing Storm Drain Cleanout to Grade					
	237310	EA	1	\$1,000.00	\$1,000.00	
25	Adjust Existing Sewer Cleanout to Grade					
	237310	EA	1	\$1,000.00	\$1,000.00	
26	Cement Treated Base					
	238910	TON	4058	\$64.00	\$259,712.00	
27	Traffic Detector Loop and Appurtenance (Type E)					
	237310	EA	20	\$650.00	\$13,000.00	
28	Cold Mill AC Pavement (> 1½ inch - 3 inch)					
	237310	SF	337000	\$0.80	\$269,600.00	
29	Asphalt Pavement Repair					
	237310	TON	55	\$250.00	\$13,750.00	
30	Pavement Restoration Adjacent to Trench					
	237310	SF	3190	\$8.00	\$25,520.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
31	Asphalt Concrete					
	237310	TON	1264	\$163.00	\$206,032.00	
32	Asphalt Concrete Overlay					
	237310	TON	6043	\$120.00	\$725,160.00	
33	Bus Stop Pad					
	237310	CY	100	\$650.00	\$65,000.00	
34	Pavement Fabric					
	237310	SY	3680	\$4.60	\$16,928.00	
35	Slope Paving (Per Plan Sheet 37-D)					
	237110	SF	180	\$70.00	\$12,600.00	
36	Straight Headwall					
	237110	EA	1	\$3,000.00	\$3,000.00	
37	Curb Inlet (Type B, L=5')					
	237110	EA	2	\$10,000.00	\$20,000.00	
38	Curb Inlet (Type B-1, L=10')					
	237110	EA	1	\$12,000.00	\$12,000.00	
39	Catch Basin (Type F)					
	237110	EA	1	\$8,000.00	\$8,000.00	
40	Storm Drain Cleanout (Type A-4)					
	237110	EA	4	\$8,000.00	\$32,000.00	
41	Storm Drain Cleanout (Type A-6)					
	237110	EA	1	\$10,000.00	\$10,000.00	
42	Rip Rap Energy Dissipater					
	237110	TON	14	\$200.00	\$2,800.00	
43	Concrete Pipe Collar					
	237110	EA	1	\$2,000.00	\$2,000.00	
44	Remove and Replace Existing Sidewalk					
	237310	SF	69590	\$9.00	\$626,310.00	
45	Curb and Gutter (6 Inch Curb, Type G)					
	237310	LF	3450	\$40.00	\$138,000.00	
46	Median Curb and Gutter (Type B-2)					
	237310	LF	5292	\$35.00	\$185,220.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
47	Cross Gutter					
	237310	SF	1150	\$16.00	\$18,400.00	
48	Concrete Driveway (Contiguous)					
	237310	SF	1260	\$10.00	\$12,600.00	
49	Residential Concrete Driveway					
	237310	SF	800	\$10.00	\$8,000.00	
50	Commercial Concrete Driveway					
	237310	SF	900	\$10.00	\$9,000.00	
51	Alley Apron					
	237310	SF	300	\$14.00	\$4,200.00	
52	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	9	\$5,000.00	\$45,000.00	
53	Curb Ramp (Type B) with Detectable Warning Tiles					
	237310	EA	3	\$5,000.00	\$15,000.00	
54	Curb Ramp (Type D) with Detectable Warning Tiles					
	237310	EA	4	\$3,000.00	\$12,000.00	
55	Bike Ramp Modified (Per Plan Sheet 37-D)					
	237310	EA	10	\$4,000.00	\$40,000.00	
56	Colored Stamped Concrete Raised Median					
	237310	SF	16314	\$14.00	\$228,396.00	
57	Colored Stamped Concrete Maintenance Access					
	237310	SF	515	\$18.00	\$9,270.00	
58	Colored Concrete					
	237310	CY	45	\$1,000.00	\$45,000.00	
59	Post Mounted Pipe Handrail (H=36" per SDM-118)					
	237310	LF	31	\$200.00	\$6,200.00	
60	Remove and Install Salvaged Chain Link Fence					
	238990	LF	2260	\$30.00	\$67,800.00	
61	Remove and Install Salvaged Chain Link Double Gate					
	238990	EA	3	\$3,000.00	\$9,000.00	
62	Removal or Abandonment of Existing Water Facilities					
	237110	LF	175	\$30.00	\$5,250.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
63	Large Water Main Abandonment					
	237110	LF	757	\$25.00	\$18,925.00	
64	Abandon and Fill Existing Storm Drain (18 Inch) Outside of the Trench Limit					
	237110	LF	417	\$75.00	\$31,275.00	
65	Handling and Disposal of Non-friable Asbestos Material (16" ACP)					
	237110	LF	1120	\$20.00	\$22,400.00	
66	Sidewalk Underdrain Pipe					
	237110	LF	1	\$1,000.00	\$1,000.00	
67	Storm Drain (18 Inch, RCP, D-2000)					
	237110	LF	447	\$280.00	\$125,160.00	
68	Storm Drain (24 Inch, RCP, D-2000)					
	237110	LF	13	\$400.00	\$5,200.00	
69	Water Main (12 Inch, Class C-900 DR-14)					
	237110	LF	108	\$160.00	\$17,280.00	
70	Water Main (16 Inch, Class C-900 DR-18)					
	237110	LF	1722	\$180.00	\$309,960.00	
71	Sewer Main (10 Inch, SDR-35)					
	237110	LF	306	\$220.00	\$67,320.00	
72	Sewer Main (12 Inch, SDR-35)					
	237110	LF	400	\$260.00	\$104,000.00	
73	Butterfly Valve (16 Inch, Class 150B)					
	237110	EA	6	\$20,000.00	\$120,000.00	
74	Gate Valve (6 Inch)					
	237110	EA	1	\$3,000.00	\$3,000.00	
75	Gate Valve (8 Inch)					
	237110	EA	2	\$4,000.00	\$8,000.00	
76	Gate Valve (10 Inch)					
	237110	EA	1	\$5,500.00	\$5,500.00	
77	Gate Valve (12 Inch)					
	237110	EA	1	\$6,000.00	\$6,000.00	
78	Water Valve Bypass for T-Mainline 16 Inch and Larger					
	237110	EA	6	\$26,000.00	\$156,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
79	Fire Hydrant Assembly and Marker (6 Inch)					
	237110	EA	1	\$8,000.00	\$8,000.00	
80	Fire Service Connection (6 Inch)					
	237110	EA	1	\$8,000.00	\$8,000.00	
81	Relocate 6" Fire Hydrant and install new Fire Service to New Curb Location Per SDW 104					
	237110	EA	2	\$6,500.00	\$13,000.00	
82	Water Service (1 Inch, Copper)					
	237110	EA	25	\$2,500.00	\$62,500.00	
83	Water Service (2 Inch, Copper)					
	237110	EA	6	\$4,500.00	\$27,000.00	
84	Water Service (6 Inch, C-900 DR-14)					
	237110	EA	1	\$11,000.00	\$11,000.00	
85	Water Service (8 Inch, C-900 DR-14)					
	237110	EA	1	\$12,000.00	\$12,000.00	
86	Water Service (10 Inch, C-900 DR-14)					
	237110	EA	1	\$11,000.00	\$11,000.00	
87	Meter Boxes					
	237110	EA	2	\$500.00	\$1,000.00	
88	Blow-Off Valve Assembly (4 Inch)					
	237110	EA	2	\$12,000.00	\$24,000.00	
89	Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class B)					
	237110	EA	2	\$10,000.00	\$20,000.00	
90	Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains					
	237110	EA	4	\$800.00	\$3,200.00	
91	Perforated PVC Plastic Pipe (Underdrain Pipe) (8 Inch)					
	237110	LF	244	\$80.00	\$19,520.00	
92	Underdrain Cleanout					
	237110	EA	3	\$2,000.00	\$6,000.00	
93	Overflow Riser					
	237110	EA	1	\$2,500.00	\$2,500.00	
94	Manholes (4 ft x 3 ft)					
	237110	EA	3	\$18,000.00	\$54,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
95	Manholes (5 ft x 3 ft)					
	237110	EA	1	\$20,000.00	\$20,000.00	
96	Sewer Lateral and Cleanout (4 Inch, Street)					
	237110	EA	3	\$3,000.00	\$9,000.00	
97	Water Main by Jacking Operation with Steel Casing (16 Inch, 30 inch casing)					
	237110	LF	236	\$1,800.00	\$424,800.00	
98	Traffic Striping, Curb, and Pavement Markings					
	237310	LS	1	\$19,000.00	\$19,000.00	
99	Thermoplastic Traffic Striping					
	237310	LS	1	\$35,000.00	\$35,000.00	
100	Rehabilitate Sewer Main (18 Inch)					
	237110	LF	45	\$405.00	\$18,225.00	
101	Rehabilitate Sewer Main (8 Inch)					
	237110	LF	250	\$103.00	\$25,750.00	
102	Traffic Control					
	237310	LS	1	\$300.00	\$300.00	
103	K-Rail					
	237310	LF	440	\$35.00	\$15,400.00	
104	Temporary Crash Cushion Module (ABSORB 350TM TL-3, or Approved Equal)					
	237310	EA	1	\$6,000.00	\$6,000.00	
105	Type 15 Street Light Pole, Foundation, Mast Arm & LED Fixture & 10 amp Fuse with Fuse Cartridge					
	238210	LS	1	\$150,000.00	\$150,000.00	
106	Adjust Existing Pull Box to Grade					
	238210	EA	4	\$650.00	\$2,600.00	
107	Replace Existing Pull Box per SDI-115					
	238210	EA	6	\$875.00	\$5,250.00	
108	Traffic Signal Modification - Market Street and Market Creek Drive					
	238210	EA	1	\$123,500.00	\$123,500.00	
109	Traffic Signal Modification - Market Street & Euclid Avenue					
	238210	EA	1	\$160,000.00	\$160,000.00	
110	Traffic Signal Modification - Euclid Avenue & Naranja Street					
	238210	EA	1	\$100,000.00	\$100,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
111	Protective Railing at Curb Ramps					
	237310	EA	1	\$2,000.00	\$2,000.00	
112	Root Control Barrier					
	561730	EA	81	\$400.00	\$32,400.00	
113	Hydro Seed					
	561730	SF	21449	\$0.20	\$4,289.80	
114	Shrub (5 Gallon)					
	561730	EA	249	\$50.00	\$12,450.00	
115	Tree (15 Gallon)					
	561730	EA	81	\$250.00	\$20,250.00	
116	Relocate Existing Irrigation Control Box					
	561730	EA	3	\$800.00	\$2,400.00	
117	32-Month Revegetation Maintenance and Monitoring Program					
	541330	LS	1	\$32,000.00	\$32,000.00	
118	120 Day Plant Establishment Period					
	541330	LS	1	\$4,000.00	\$4,000.00	
119	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger.					
	237110	LS	1	\$30,000.00	\$30,000.00	
120	Temporary Resurfacing for High-lining					
	237110	TON	10	\$300.00	\$3,000.00	
121	Pavement Restoration for Final Connection					
	237110	SF	120	\$30.00	\$3,600.00	
Subtotal					\$7,956,590.30	
Total					\$7,956,590.30	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Golden State Boring & Pipe Jacking Inc. 7000 Merrill Ave. Box 40 Chino , CA 91710 United States	Bid Item 97	678500	1000005788	\$298,000.00	
Payneco Specialties Inc 120 North Second Ave Chula Vista, CA 91910 United States	Bid Items 16, 98 and 99 (Striping)	298637	1000003515	\$52,876.00	CADIR,CAU,DBE,FE M,SDB,SLBE,WBE,W OSB
A. B. Hashmi, Inc. 13066 Deer Canyon Court San Diego, CA 92131 United States	Bid Items 44, 56 and 112	798383	1000002125	\$246,940.00	ELBE,PQUAL,DBE,C ADIR
SealRight Paving, Inc. 9053 Olive Dr. Spring Valley, CA 91977 United States	Bid Items 26, 28, 29, 30, 31, 32 and 34	364113	1000039542	\$1,236,155.86	LAT,MALE,DBE,MBE, CADIR

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Type
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, CA 92024 United States	Bid Items 67, 68, 71, 72, 100 and 101	997520	1000003808	\$44,550.00	FEM,MBE,CADIR,W BE

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Palm Engineering Construction Co., Inc. - Unit Price	Palm Engineering Construction Co., Inc. - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$140,000.00	\$140,000.00
2	Main Bid	237310	MTS Allowance (EOC Type 1)	7-5.4	AL	1	\$10,000.00	\$10,000.00
3	Main Bid	541330	SWPPP Development	7-8.6.3.7	LS	1	\$5,000.00	\$5,000.00
4	Main Bid	237990	SWPPP Implementation	7-8.6.3.7	LS	1	\$300,000.00	\$300,000.00
5	Main Bid	541330	SWPPP Permit Fee (EOC Type I)	7-8.6.3.7	AL	1	\$2,000.00	\$2,000.00
6	Main Bid	237310	Remove and Relocate Bus Stop Bench	7.9	EA	1	\$500.00	\$500.00
7	Main Bid	238210	Remove and Relocate RRFB	7.9	EA	1	\$3,200.00	\$3,200.00
8	Main Bid	237110	18" Biofiltration Soil	318-1	CY	83	\$200.00	\$16,600.00
9	Main Bid	237110	Mulch for Biofiltration	318-1	CY	13	\$100.00	\$1,300.00
10	Main Bid	237110	ASTM 57 3/4" Crushed Stone	318-1	CY	55	\$100.00	\$5,500.00
11	Main Bid	237110	Concrete Liner for Biofiltration	318-1	CY	157	\$2,300.00	\$361,100.00
12	Main Bid	237110	11'x7' Filterra	319-1	EA	1	\$55,000.00	\$55,000.00
13	Main Bid	237110	12'x4' Filterra	319-1	EA	2	\$36,000.00	\$72,000.00
14	Main Bid	237110	14'x8' Filterra	319-1	EA	1	\$85,000.00	\$85,000.00
15	Main Bid	237310	Medium Sandblast Bike Path on Existing Sidewalk	320-2	SF	5975	\$0.50	\$2,987.50
16	Main Bid	237310	Roadside Signs	321-2	LS	1	\$26,000.00	\$26,000.00
17	Main Bid	237310	Mobilization	9-3.4.1	LS	1	\$400,000.00	\$400,000.00
18	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$323,000.00	\$323,000.00
19	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$220,000.00	\$220,000.00
20	Main Bid	237310	Excavate and Export (Unclassified)	300-2.9	CY	3205	\$60.00	\$192,300.00
21	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade	301-1.7	EA	1	\$1,000.00	\$1,000.00
22	Main Bid	237310	Adjust Existing Curb Inlet to Grade	301-1.7	EA	1	\$3,000.00	\$3,000.00
23	Main Bid	237310	Adjust Existing Water Valve to Grade	301-1.7	EA	4	\$600.00	\$2,400.00
24	Main Bid	237310	Adjust Existing Storm Drain Cleanout to Grade	301-1.7	EA	1	\$1,000.00	\$1,000.00
25	Main Bid	237310	Adjust Existing Sewer Cleanout to Grade	301-1.7	EA	1	\$1,000.00	\$1,000.00
26	Main Bid	238910	Cement Treated Base	301-3.3.14	TON	4058	\$64.00	\$259,712.00
27	Main Bid	237310	Traffic Detector Loop and Appurtenance (Type E)	302-1.12 AND	EA	20	\$650.00	\$13,000.00
28	Main Bid	237310	Cold Mill AC Pavement (> 1½ inch - 3 inch)	302-1.12	SF	337000	\$0.80	\$269,600.00
29	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	55	\$250.00	\$13,750.00
30	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	3190	\$8.00	\$25,520.00
31	Main Bid	237310	Asphalt Concrete	302-1.12	TON	1264	\$163.00	\$206,032.00
32	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	6043	\$120.00	\$725,160.00
33	Main Bid	237310	Bus Stop Pad	302-6.8	CY	100	\$650.00	\$65,000.00
34	Main Bid	237310	Pavement Fabric	302-7.4	SY	3680	\$4.60	\$16,928.00
35	Main Bid	237110	Slope Paving (Per Plan Sheet 37-D)	303-1.11	SF	180	\$70.00	\$12,600.00
36	Main Bid	237110	Straight Headwall	303-1.11	EA	1	\$3,000.00	\$3,000.00
37	Main Bid	237110	Curb Inlet (Type B, L=5')	303-1.11	EA	2	\$10,000.00	\$20,000.00
38	Main Bid	237110	Curb Inlet (Type B-1, L=10')	303-1.11	EA	1	\$12,000.00	\$12,000.00
39	Main Bid	237110	Catch Basin (Type F)	303-1.11	EA	1	\$8,000.00	\$8,000.00

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Palm Engineering Construction Co., Inc. - Unit Price	Palm Engineering Construction Co., Inc. - Line Total
40	Main Bid	237110	Storm Drain Cleanout (Type A-4)	303-1.11	EA	4	\$8,000.00	\$32,000.00
41	Main Bid	237110	Storm Drain Cleanout (Type A-6)	303-1.11	EA	1	\$10,000.00	\$10,000.00
42	Main Bid	237110	Rip Rap Energy Dissipater	303-1.11	TON	14	\$200.00	\$2,800.00
43	Main Bid	237110	Concrete Pipe Collar	303-1.11	EA	1	\$2,000.00	\$2,000.00
44	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	69590	\$9.00	\$626,310.00
45	Main Bid	237310	Curb and Gutter (6 Inch Curb, Type G)	303-5.9	LF	3450	\$40.00	\$138,000.00
46	Main Bid	237310	Median Curb and Gutter (Type B-2)	303-5.9	LF	5292	\$35.00	\$185,220.00
47	Main Bid	237310	Cross Gutter	303-5.9	SF	1150	\$16.00	\$18,400.00
48	Main Bid	237310	Concrete Driveway (Contiguous)	303-5.9	SF	1260	\$10.00	\$12,600.00
49	Main Bid	237310	Residential Concrete Driveway	303-5.9	SF	800	\$10.00	\$8,000.00
50	Main Bid	237310	Commercial Concrete Driveway	303-5.9	SF	900	\$10.00	\$9,000.00
51	Main Bid	237310	Alley Apron	303-5.9	SF	300	\$14.00	\$4,200.00
52	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	9	\$5,000.00	\$45,000.00
53	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	303-5.10.2	EA	3	\$5,000.00	\$15,000.00
54	Main Bid	237310	Curb Ramp (Type D) with Detectable Warning Tiles	303-5.10.2	EA	4	\$3,000.00	\$12,000.00
55	Main Bid	237310	Bike Ramp Modified (Per Plan Sheet 37-D)	303-5.10.2	EA	10	\$4,000.00	\$40,000.00
56	Main Bid	237310	Colored Stamped Concrete Raised Median	303-6.5	SF	16314	\$14.00	\$228,396.00
57	Main Bid	237310	Colored Stamped Concrete Maintenance Access	303-6.5	SF	515	\$18.00	\$9,270.00
58	Main Bid	237310	Colored Concrete	303-7.5	CY	45	\$1,000.00	\$45,000.00
59	Main Bid	237310	Post Mounted Pipe Handrail (H=36" per SDM-118)	304-2.4	LF	31	\$200.00	\$6,200.00
60	Main Bid	238990	Remove and Install Salvaged Chain Link Fence	304-3.4	LF	2260	\$30.00	\$67,800.00
61	Main Bid	238990	Remove and Install Salvaged Chain Link Double Gate	304-3.4	EA	3	\$3,000.00	\$9,000.00
62	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.3	LF	175	\$30.00	\$5,250.00
63	Main Bid	237110	Large Water Main Abandonment	306-3.3.3	LF	757	\$25.00	\$18,925.00
64	Main Bid	237110	Abandon and Fill Existing Storm Drain (18 Inch) Outside of the Trench Limit	306-3.3.3	LF	417	\$75.00	\$31,275.00
65	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material (16" ACP)	306-3.3.4.5	LF	1120	\$20.00	\$22,400.00
66	Main Bid	237110	Sidewalk Underdrain Pipe	306-15.1	LF	1	\$1,000.00	\$1,000.00
67	Main Bid	237110	Storm Drain (18 Inch, RCP, D-2000)	306-15.1	LF	447	\$280.00	\$125,160.00
68	Main Bid	237110	Storm Drain (24 Inch, RCP, D-2000)	306-15.1	LF	13	\$400.00	\$5,200.00
69	Main Bid	237110	Water Main (12 Inch, Class C-900 DR-14)	306-15.1	LF	108	\$160.00	\$17,280.00
70	Main Bid	237110	Water Main (16 Inch, Class C-900 DR-18)	306-15.1	LF	1722	\$180.00	\$309,960.00
71	Main Bid	237110	Sewer Main (10 Inch, SDR-35)	306-15.1	LF	306	\$220.00	\$67,320.00
72	Main Bid	237110	Sewer Main (12 Inch, SDR-35)	306-15.1	LF	400	\$260.00	\$104,000.00
73	Main Bid	237110	Butterfly Valve (16 Inch, Class 150B)	306-15.5	EA	6	\$20,000.00	\$120,000.00
74	Main Bid	237110	Gate Valve (6 Inch)	306-15.5	EA	1	\$3,000.00	\$3,000.00
75	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	2	\$4,000.00	\$8,000.00
76	Main Bid	237110	Gate Valve (10 Inch)	306-15.5	EA	1	\$5,500.00	\$5,500.00

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Palm Engineering Construction Co., Inc. - Unit Price	Palm Engineering Construction Co., Inc. - Line Total
77	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	1	\$6,000.00	\$6,000.00
78	Main Bid	237110	Water Valve Bypass for T-Mainline 16 Inch and Larger	306-15.5	EA	6	\$26,000.00	\$156,000.00
79	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch)	306-15.6	EA	1	\$8,000.00	\$8,000.00
80	Main Bid	237110	Fire Service Connection (6 Inch)	306-15.6	EA	1	\$8,000.00	\$8,000.00
81	Main Bid	237110	Relocate 6" Fire Hydrant and install new Fire Service to New Curb Location Per SDW 104	306-15.6	EA	2	\$6,500.00	\$13,000.00
82	Main Bid	237110	Water Service (1 Inch, Copper)	306-15.8	EA	25	\$2,500.00	\$62,500.00
83	Main Bid	237110	Water Service (2 Inch, Copper)	306-15.8	EA	6	\$4,500.00	\$27,000.00
84	Main Bid	237110	Water Service (6 Inch, C-900 DR-14)	306-15.8	EA	1	\$11,000.00	\$11,000.00
85	Main Bid	237110	Water Service (8 Inch, C-900 DR-14)	306-15.8	EA	1	\$12,000.00	\$12,000.00
86	Main Bid	237110	Water Service (10 Inch, C-900 DR-14)	306-15.8	EA	1	\$11,000.00	\$11,000.00
87	Main Bid	237110	Meter Boxes	306-15.8	EA	2	\$500.00	\$1,000.00
88	Main Bid	237110	Blow-Off Valve Assembly (4 Inch)	306-15.8	EA	2	\$12,000.00	\$24,000.00
89	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class B)	306-15.8	EA	2	\$10,000.00	\$20,000.00
90	Main Bid	237110	Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	306-15.10	EA	4	\$800.00	\$3,200.00
91	Main Bid	237110	Perforated PVC Plastic Pipe (Underdrain Pipe) (8 Inch)	306-15.11	LF	244	\$80.00	\$19,520.00
92	Main Bid	237110	Underdrain Cleanout	306-15.11	EA	3	\$2,000.00	\$6,000.00
93	Main Bid	237110	Overflow Riser	306-15.11	EA	1	\$2,500.00	\$2,500.00
94	Main Bid	237110	Manholes (4 ft x 3 ft)	306-16.6	EA	3	\$18,000.00	\$54,000.00
95	Main Bid	237110	Manholes (5 ft x 3 ft)	306-16.6	EA	1	\$20,000.00	\$20,000.00
96	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	306-17.2	EA	3	\$3,000.00	\$9,000.00
97	Main Bid	237110	Water Main by Jacking Operation with Steel Casing (16 Inch, 30 inch casing)	307-1.7	LF	236	\$1,800.00	\$424,800.00
98	Main Bid	237310	Traffic Striping, Curb, and Pavement Markings	314-4.3.7	LS	1	\$19,000.00	\$19,000.00
99	Main Bid	237310	Thermoplastic Traffic Striping	314-4.4.6	LS	1	\$35,000.00	\$35,000.00
100	Main Bid	237110	Rehabilitate Sewer Main (18 Inch)	500-1.1.9	LF	45	\$405.00	\$18,225.00
101	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	500-1.1.9	LF	250	\$103.00	\$25,750.00
102	Main Bid	237310	Traffic Control	601-6	LS	1	\$300.00	\$300.00
103	Main Bid	237310	K-Rail	601-6	LF	440	\$35.00	\$15,400.00
104	Main Bid	237310	Temporary Crash Cushion Module (ABSORB 350TM TL-3, or Approved Equal)	601-6	EA	1	\$6,000.00	\$6,000.00
105	Main Bid	238210	Type 15 Street Light Pole, Foundation, Mast Arm & LED Fixture & 10 amp Fuse with Fuse Cartridge	701-2	LS	1	\$150,000.00	\$150,000.00
106	Main Bid	238210	Adjust Existing Pull Box to Grade	701-2	EA	4	\$650.00	\$2,600.00
107	Main Bid	238210	Replace Existing Pull Box per SDI-115	701-2	EA	6	\$875.00	\$5,250.00
108	Main Bid	238210	Traffic Signal Modification - Market Street and Market Creek Drive	701-2	EA	1	\$123,500.00	\$123,500.00

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Palm Engineering Construction Co., Inc. - Unit Price	Palm Engineering Construction Co., Inc. - Line Total
109	Main Bid	238210	Traffic Signal Modification - Market Street & Euclid Avenue	701-2	EA	1	\$160,000.00	\$160,000.00
110	Main Bid	238210	Traffic Signal Modification - Euclid Avenue & Naranja Street	701-2	EA	1	\$100,000.00	\$100,000.00
111	Main Bid	237310	Protective Railing at Curb Ramps	701-2	EA	1	\$2,000.00	\$2,000.00
112	Main Bid	561730	Root Control Barrier	801-9	EA	81	\$400.00	\$32,400.00
113	Main Bid	561730	Hydro Seed	801-9	SF	21449	\$0.20	\$4,289.80
114	Main Bid	561730	Shrub (5 Gallon)	801-9	EA	249	\$50.00	\$12,450.00
115	Main Bid	561730	Tree (15 Gallon)	801-9	EA	81	\$250.00	\$20,250.00
116	Main Bid	561730	Relocate Existing Irrigation Control Box	801-9	EA	3	\$800.00	\$2,400.00
117	Main Bid	541330	32-Month Revegetation Maintenance and Monitoring Program	802-5	LS	1	\$32,000.00	\$32,000.00
118	Main Bid	541330	120 Day Plant Establishment Period	802-5	LS	1	\$4,000.00	\$4,000.00
119	Main Bid	237110	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger.	900-2.3	LS	1	\$30,000.00	\$30,000.00
120	Main Bid	237110	Temporary Resurfacing for High-lining	901-1.3	TON	10	\$300.00	\$3,000.00
121	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	120	\$30.00	\$3,600.00
								\$7,956,590.30
							TOTAL	\$7,956,590.30

SUBCONTRACTOR LISTING

(OTHER THAN FIRST TIER)

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: NONE Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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