

City of San Diego

CONTRACTOR'S NAME: West Coast General Group, a Joint Venture

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N. Mansury / M. Jirjis Nakasha / E. G. Zuniga

BIDDING DOCUMENTS



FOR

UNIVERSITY AVENUE COMPLETE STREET PHASE 1

BID NO.: K-22-1896-DBB-3-A

SAP NO. (WBS/IO/CC): S-18001

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: 9

PROJECT TYPE: IG, IK, IA

FEDERAL AID PROJECT NO.: HSIPL 5004 (207)

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CALTRANS FUNDED CONTRACT THROUGH THE DEPARTMENT OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

BID DUE DATE:

2:00 PM

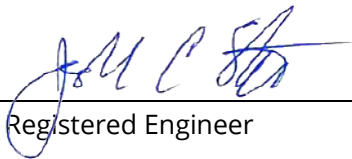
MAY 26, 2022

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

4/05/2022
Date

Seal:



Mastaneh Ashrafzadeh

2) For City Engineer

4/5/2022
Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
5.	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.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
10.	Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)	At Time of Bid	ALL BIDDERS
12.	Bid Bond (Original)	By 5PM, 5 Calendar Days After Bid Opening	ALL BIDDERS
13.	Federal Good Faith Documentation	Within 5 Calendar Days of bid opening	ALL BIDDERS**
14.	Form AA61 – List of Work Made Available	Within 5 Calendar Days of Bid Opening with good faith effort documentation	ALL BIDDERS**
15.	Form AA62 – Summary of Bids Received	Within 5 Calendar Days of bid opening with good faith effort documentation	ALL BIDDERS**
16.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 5 Calendar Days of bid opening with good faith effort documentation	ALL BIDDERS**
17.	Exhibit 15-H DBE Information – Good Faith Effort	Within 5 Calendar Days of bid opening with good faith effort documentation	ALL BIDDERS**
18.	Exhibit 16-B Subcontracting Request	Prior to subcontracting work during construction.	AWARDED BIDDER
19.	Exhibit 16-Z Monthly DBE Trucking Verification	Prior to the 15 th of every month.	AWARDED BIDDER
20.	Exhibit 17-O DBE Certification Status Change	Within 30 calendar days of notice of completion.	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
21.	Exhibit 17-F Final Report - Utilization of DBE, First Tier Subcontractors	Within 90 calendar days of notice of completion.	AWARDED BIDDER
22.	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

* If the 5th Calendar Day is a weekend or holiday, bidders shall submit documents the next following working day.

** Submit only if DBE goals are not met.

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **University Avenue Complete Street Phase 1**. 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 **\$6,790,000**.
4. **BID DUE DATE AND TIME ARE: MAY 26, 2022 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 Appendix N - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
 - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 7.5. **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	24%
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The Contractor shall meet the Project specific goals for DBE's as outlined in the Specifications or satisfy GFE documentation requirements.

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

- 7.5.1.** Submission of GFE documentation, as specified in the Special Provisions.
- 7.5.2.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include DBE Subcontractors as required in this solicitation by 5 PM, Within 5 Calendar Days after bid opening.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

- 9.1.** The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:
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 or emulsion aggregate slurry 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 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.11 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 N.**

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on 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 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

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

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

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 5 calendar days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200 MS56
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

- 24.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

West Coast General Group, a Joint Venture, a corporation, as principal, and Fidelity and Deposit Company of Maryland, 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 Eight Hundred Eighty One Thousand Sixty Six Dollars and Ten Cents (\$7,881,066.10)** for the faithful performance of the annexed contract, and in the sum of **Seven Million Eight Hundred Eighty One Thousand Sixty Six Dollars and Ten Cents (\$7,881,066.10)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

Dated July 8, 2022

Approved as to Form

West Coast General Group, a Joint Venture

Principal

By 

Nicholas Walters, Managing Partner
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 

Deputy City Attorney

Fidelity and Deposit Company of Maryland

Surety

By 

Leona Evangelista, Attorney-in-fact

Approved:

777 S. Figueroa St., Ste 3900

Local Address of Surety

By 

Berric Doringo

Deputy Director

Purchasing & Contracting Department

Los Angeles, CA 90017

Local Address (City, State) of Surety

(619) 233-8000

Local Telephone No. of Surety

is for the contract term and is subject to
Premium \$ 52,211.00 adjustment based on final contract price

Bond No. 9388844

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On JUL 08 2022 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

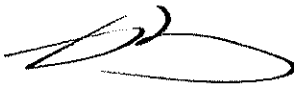
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Richard HALLETT, Carla LUGER, Ray CANTO, Gabriel ERLE, Leona EVANGELISTA, Rebekah EADS of **San Diego, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

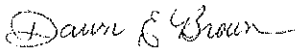
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*
Vice President



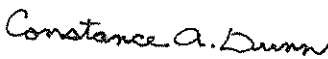
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of July, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

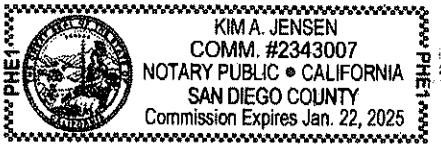
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On July 11, 2022 before me, Kim A Jensen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nicholas Walters
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Kim A. Jensen
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Installation of complete streets on University Avenue from Fairmont Avenue to Euclid Avenue including raised medians with pedestrian refuges, roundabouts, and wider sidewalks. Installation of roundabouts at University Ave/Highland Ave, University Ave/Chamoune Ave, and University Ave/Menlo Ave and remove existing traffic signals at the intersections. Installation of raised medians along University Ave from just west of Highland Ave to just east of Menlo Ave with pedestrian refuge openings with RRFBs at University Ave/45th St and University Ave/46th and a pedestrian refuge island and HAWK Beacon at University Ave/44th St. Widening of sidewalks and installation of street trees on the north and south sides of University Ave between Highland Ave and Menlo Ave. Installation of curb extensions at University Ave/Fairmont Ave (both southern corners) and University Ave/Euclid Ave (both northern corners). Upgrade existing streetlights to LED and install RRFBs at all pedestrian crossings. Installation of storm drains to connect to the existing system.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41274-01-D** through **41274-73-D** and **41274-TC1-D** through **41274-TC8-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **347 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
RESERVED

ATTACHMENT D

FEDERAL HIGHWAY ADMINISTRATION (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 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: CA20220001 04/01/2022

Superseded General Decision Number: CA20210001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination,

if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	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)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

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

BRCA0004-008 05/01/2021

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

BRCA0018-004 06/01/2021

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

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

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

CARP1607-004 07/01/2021

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

ELEC0569-001 06/01/2021

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

ELEC0569-004 06/01/2021

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 35.20	13.84

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public

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

 ELEC0569-005 06/01/2021

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

transmission, service and maintenance of background music.
All of the above shall include the installation and
transmission over fiber optics.

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

ELEC0569-006 02/22/2021

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.....	\$ 35.17	9.01
Utility Technician #2.....	\$ 28.60	8.80

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 08/30/2021

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

ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(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 01/01/2022

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

FOOTNOTE:

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

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

ENGI0012-003 07/01/2020

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

OPERATOR: Power Equipment

(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
	Rates	Fringes
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator
work on the following Military Bases: China Lake Naval
Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,

Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics
Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp
Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman

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

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and

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

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar

types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar

gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator
GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

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

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

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

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

to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading

shield (tunnel); Pumpcrete gun operator; Tractor compressor
drill combination operator; Tugger hoist operator (2 drum);
Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa

Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a 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 08/01/2020

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

IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

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 07/01/2020

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48
Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48

LABORER (RESIDENTIAL

CONSTRUCTION - See definition

below)

(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	18.80

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 chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiiprap, 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 11/01/2020

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

LABO0089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

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, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading

and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY		
SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

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 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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

Work at Military Bases - \$3.00 additional per hour:

 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air
 Station-29 Palms, Imperial Beach Naval Air Station, Marine
 Corps Logistics Supply Base, Marine Corps Pickle Meadows,
 Mountain Warfare Training Center, Naval Air
 Facility-Seeley, North Island Naval Air Station, Vandenberg
 AFB.

PAIN0036-001 07/01/2020

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

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

PAIN0036-010 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39
NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.		

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg		
Air Force Base.....	\$ 58.33	25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
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.....\$ 53.83

25.36

 PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 42.74	21.28

 PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

 ROOF0045-001 07/01/2021

	Rates	Fringes
ROOFER.....	\$ 37.75	10.24

 * SFCA0669-001 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.16

 SHEE0206-001 07/01/2020

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

SHEET METAL TECHNICIAN - SCOPE:

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

 TEAM0166-001 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

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"

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 subparagraph (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

8. Exhibit 9-F DBE Running Tally of Payments

13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

13.1. The affirmative GFE steps documentation shall be submitted **within 5 Calendar Days of the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it. The following forms shall be submitted as part of the GFE:

1. Form AA61 List of Work Made Available
2. Form AA62 Summary of Bids received
3. Form AA63 Good Faith Effort List of Subcontractors Solicited
4. Exhibit 15-H DBE Information-Good Faith Efforts

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

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.

14.4.1 The following forms shall be completed and submitted **At Time of Bid**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)
2. Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

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

1. Exhibit 9-F Disadvantaged Business Enterprises (DBE) Running Tally of Payments
2. Exhibit 16-B Subcontracting Request
3. Exhibit 16-Z Monthly DBE Trucking Verification
4. Exhibit 17-F Final Report – Utilization of DBE, First Tier Subcontractors
5. Exhibit 17-O DBE Certification Status Change
6. 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.

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

SUMMARY OF BIDS RECEIVED

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

USE ADDITIONAL FORMS AS NECESSARY

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:							<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.
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.
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 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:							<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.
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.
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: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

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

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	%
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____			
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. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 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 _____ 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) calendar 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 <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <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"/>
					\$		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.

**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

Exhibit 1. MARK APPROPRIATE BOX <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE 	3. PROJECT NUMBER: 	4. DOLLAR AMOUNT OF CONTRACT 	5. PROJECT LOCATION (County and State)
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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)

JOB CATEGORIES	TABLE A																TABLE B					
	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		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	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)

APPRENTICES																						
OJT TRAINEES																						

8. PREPARED BY: (Signature and Title of Contractors Representative) 	9. DATE 	10. REVIEWED BY (Signature and Title of State Highway Official) 	11. DATE
--	------------------------	--	-------------------------

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, 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 - University Avenue Complete Street Phase I: K-22-1896-DBB-3-A

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>
West Coast General Group, a Joint Venture		Statutory Limits Under the laws of the State of California
		State Compensation Insurance Fund of California
Name Insured (Contractor)		Insured Company
13700 Store Dr., #100		333 Bush Street 8th Floor
Street Number		Street Number
Poway, CA 92064		San Francisco, CA 94104
City and State		City and State
		Matthew Bonnet
		Company Representative

State of California)

(SEE NOTICE ON NEXT PAGE)

County of San Diego

On this 13th day of July, 2022, before me personally came Matthew Bonnet to me known, who being duly sworn, did depose and say: That Paul Heidemann is an authorized representative of the State Compensation Insurance Fund of California acknowledged to me that Matthew Bonnet executed the within instrument on his 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.



[Signature]
Notary Public

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

Insurance Company Agent for Service of Process in California:

<u>Paul Heidemann</u>	<u>Garnie LLC DBA C3 Risk & Insurance Services</u>
Name	Agency
<u>404 Camino del Rio S #410</u>	<u>404 Camino del Rio S #410</u>
Street Number	Street Number
<u>San Diego, CA 92108</u>	<u>San Diego, CA 92108</u>
City and State	City and State
<u>(619) 233-8000</u>	<u>(619) 233-8000</u>
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

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Workers' Compensation Insurance

This endorsement forms a part of Policy No. _____.

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.

Name Insured (Contractor)	Insurance Company
Street Number	Street Number
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.

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 _____
Premises-Operations	YES <u> X </u>	NO _____
Explosion and Collapse Hazard	YES <u> X </u>	NO _____
Underground Hazard	YES <u> X </u>	NO _____
Products/Completed Operations Hazard	YES <u> X </u>	NO _____
Contractual Insurance	YES <u> X </u>	NO _____
Broad Form Property Damage Including		
Completed Operations	YES <u> X </u>	NO _____
Independent Contractors	YES <u> X </u>	NO _____
Personal Injury	YES <u> X </u>	NO _____
B. AUTOMOBILE LIABILITY		
Comprehensive Form Including Loading		
and Unloading	YES <u> X </u>	NO _____
Owned	YES <u> X </u>	NO _____
Hired	YES <u> X </u>	NO _____
Non-Owned	YES <u> X </u>	NO _____
C. EXCESS LIABILITY		
Umbrella Form	YES <u> X </u>	NO _____
Other than Umbrella Form	YES _____	NO <u> X </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.

West Coast General Group, a Joint Venture

The Travelers Indemnity Company of Connecticut

Name Insured (Contractor)

Insurance Company

13700 Store Dr., #100

One Tower Square

Street Number

Street Number

Poway, CA 92064

Hartford, Connecticut 06183

City and State

City and State

By Matthew Bonnet

State of California)

County of San Diego)

(Liability) - 2 of 3

On this 13th day of July, 2022, before me personally came Matthew Bonnet to be known who being duly sworn, did depose and say: that Paul Heidemann is an authorized representative of the Travelers Indemnity Company of Connecticut and acknowledged to me that Matthew Bonnet 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.

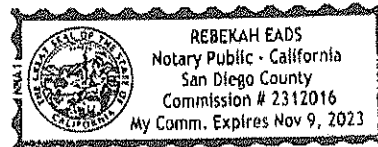
[Signature]

NOTARY PUBLIC

Insurance Company Agent for Service

Of Process in California:

Paul Heidemann



Gamie LLC DBA C3 Risk & Insurance Services

Name

Agency

404 Camino del Rio S #410

404 Camino del Rio S #410

Street Number

Street Number

San Diego, CA 92108

San Diego, CA 92108

City and State

City and State

(619) 233-8000

(619) 233-8000

Telephone No.

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

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: The City, it's officers and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respects operations of the named insured, his Contractors, and Subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or pro-rated by the existence of such other insurance.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the section entitled, "Indemnity", in the Special Provisions of the above-referenced contract except those matters set forth in the fourth paragraph thereof.

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

_____ Name Insured (Contractor)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
	By _____ (Company Representative)

State of _____)

) SEE NOTICE ON PAGE 2 of 2

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 instrument on behalf of said insurance company.

Insurance Endorsement
(Liability) - Page 1 of 2

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.

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 a financial rating of at least Class VII in accordance with the most current Best's Rating.

Insurance Endorsement
(Liability) - Page 2 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS. GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

Designated Project

General Aggregate(s):

**GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL GENERAL LIABILITY

a. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured - Unnamed Subsidiaries**
- B. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations**
- C. Incidental Medical Malpractice**
- D. Blanket Waiver Of Subrogation**
- E. Contractual Liability - Railroads**
- F. Damage To Premises Rented To You**

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services", to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

4. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

5. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: 810-6P241639-21-26-G

COMMERCIAL AUTO ISSUE DATE:
03-05-21

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

REP 04
9218735-21
RENEWAL SP
2-69-72-49

HOME OFFICE
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2021 AT 12.01 A.M.
AND EXPIRING OCTOBER 1, 2022 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

WEST COAST GENERAL CORPORATION
13700 STOWE DR STE 100
POWAY, CA 92064

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

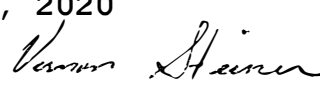
<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 14, 2020


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

- (2) Is not being used by you or on your behalf for the disposal, processing or treatment of waste.
28. "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.
29. "Emergency response costs" means reasonable and necessary expenses incurred by you or on your behalf that:
- Are for actions taken within the first ten days after the first discovery, or other knowledge, of the "pollution conditions" by any "insured"; and
 - Are to abate, remove or remediate the "pollution conditions" in response to an imminent and substantial threat of "bodily injury" or an imminent and substantial threat to the environment.
30. "Employee":
- Includes:
 - A former or retired employee; and
 - A "leased worker".
 - Does not include a "temporary worker".
31. "Environmental damage":
- Means the harmful or damaging presence of "pollutants" that results in "pollution clean-up costs".
 - Does not include "property damage".
32. "Environmental laws" means any federal, state, provincial, tribal or local law, regulation or statute, or any governmental, judicial or administrative order or directive, governing liabilities or responsibilities of the "insured" with respect to "pollution conditions".
33. "Executive officer" means any person holding an officer position created by an organization's charter, constitution, by-laws or any other similar governing document.
34. "Faulty work incident" means any defect, deficiency, inadequacy or dangerous condition in "your work" that is neither expected nor intended from the standpoint of any "insured".
35. "First Named Insured" means the first person or organization stated in Item 1. of the *Travelers ECP Custom* Declarations.
36. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
37. "Fungi or bacteria conditions" means the discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria, provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the "insured". The growth or reproduction of "fungi" or bacteria at a premises, site or location beyond amounts and concentrations naturally present at that premises, site or location will be deemed to be a discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria.
38. "Insured" means:
- Any "named insured";
 - The "named insured's" legal representative if the "named insured" dies or if the "named insured" is declared mentally incompetent, but only with respect to duties as such. That representative will have all rights and duties of such "named insured" under this policy;
 - Only for the purposes of:
 - Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business;
 - Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the "named insured's" business; and
 - Any Site Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions", and only with respect to the conduct of the "named insured's" business;
- the following persons or organizations:
- The "named insured's" spouse if such "named insured" is

designated in the *Travelers ECP Custom* Declarations as an individual, but only with respect to a business of which:

- (a) Such "named insured" is the sole owner; or
- (b) Such "named insured" and spouse are the sole owners;
- (2) The "named insured's" partners, members and their spouses, if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a partnership or joint venture;
- (3) The "named insured's" members if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company;
- (4) The "named insured's" managers if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company, but only with respect to their duties as such "named insured's" managers;
- (5) The "named insured's" "executive officers" and directors if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an organization other than a partnership, joint venture or limited liability company, but only with respect to their duties as such "named insured's" "executive officers" or directors;
- (6) The "named insured's" stockholders if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an organization other than a partnership, joint venture or limited liability company, but only with respect to their liability as such "named insured's" stockholders; and
- (7) The "named insured's" "employees", other than either the "named insured's" managers (if it is a limited liability company) or the "named insured's" "executive officers" (if it is an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by such "named insured" or for their performance of duties related to

the conduct of such "named insured's" business.

However, none of these "employees" are "insureds" for:

- (a) "Loss" because of "bodily injury":
 - (i) To any "named insured", to any "named insured's" partners or members (if it is a partnership or joint venture), to any "named insured's" members (if it is a limited liability company), or to a co-"employee" while in the course of such co-"employee's" employment or performing duties related to the conduct of the "named insured's" business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that co-"employee", described in Paragraph (a)(i) above; or
 - (iii) For which there is any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in Paragraphs (a)(i) or (ii) above; or
- (b) "Property damage" to, or "pollution clean-up costs" for, property:
 - (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

any "named insured" or any of its "employees", any "named insured's" partners or members (if it is a partnership or joint venture), or any "named insured's" members (if it is a limited liability company). For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to "property damage" to any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured"

exclusively for any job site where operations are being performed by or on behalf of such "named insured" that are part of such "named insured's" contractor business. For the purposes of any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage, this exclusion does not apply to "property damage" to, or "pollution clean-up costs" for, any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where "covered operations" are being performed;

d. Only for the purposes of:

- (1) Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business; and
- (2) Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the "named insured's" business;

the following persons or organizations:

- (1) The "named insured's" former or retired partners who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired partner if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a partnership, but only for their performance of duties under such contract or agreement;
- (2) The "named insured's" former or retired members who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired member if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability

company but only for their performance of duties under such contract or agreement; and

- (3) The "named insured's" former or retired "employees" that such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired "employee" but only for their performance of duties under such contract or agreement.

However, none of these "employees" are "insureds" for:

- (a) "Loss" because of "bodily injury" described in Paragraph c.(7)(a) above; or
- (b) "Property damage" or "pollution clean-up costs" described in Paragraph c.(7)(b) above; and

e. Only for the purposes of:

- (1) Any Contractors Pollution Liability Coverage;
- (2) Any Contractors Asbestos Pollution Liability Coverage; and
- (3) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions";

any person or organization that the "named insured" agreed in a written contract or agreement to include as an additional insured under this insurance.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "pollution conditions" are caused by acts or omissions of any "named insured" or any of such "named insured's" subcontractors.

Also, the insurance provided to such person or organization is subject to the following provisions:

- (1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom* Declarations, whichever are less.

- (2) The insurance provided to such person or organization does not apply to any:
- (a) "Bodily injury", "property damage" or "pollution clean-up costs" resulting from:
 - (i) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or
 - (ii) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured"; or
 - (b) "Bodily injury", "property damage" or "pollution clean-up costs" arising out of any "named insured's" operation, maintenance, or use of equipment rented or leased from that person or organization if the "pollution conditions" commenced after the equipment lease expires.
39. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" or "your contractor professional services" under which the "named insured" assumes the "tort liability" of another to pay "loss" sustained or incurred by others.
40. "Lead pollution conditions" means any "pollution conditions" that are the discharge, dispersal, seepage, migration, release or escape of lead, lead compounds or any material or substance that contains or incorporates lead.
41. "Leased worker":
- a. Means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
 - b. Does not include a "temporary worker".
42. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft or into or onto a wheeled vehicle designed for travel on railroad tracks;
 - b. While it is in or on an "auto", aircraft or watercraft or in or on a wheeled vehicle designed for travel on railroad tracks; or
 - c. While it is being moved from an "auto", aircraft or watercraft or from a wheeled vehicle designed for travel on railroad tracks to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft or to the wheeled vehicle designed for travel on railroad tracks.
43. "Loss" means:
- a. For the purposes of any Contractors Professional Liability Coverage:
 - (1) Compensatory damages; and
 - (2) Punitive or exemplary damages if such damages are insurable under applicable law.
 - b. For the purposes of Pollution Legal Liability under any Contractors Pollution Liability Coverage, Third-Party Pollution Legal Liability under any Site Pollution Liability Coverage and Asbestos Pollution Legal Liability under any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage:
 - (1) Compensatory damages because of "bodily injury" or "property damage";
 - (2) Punitive or exemplary damages because of "bodily injury" or "property damage" if such damages are insurable under applicable law;
 - (3) "Pollution clean-up costs";
 - (4) Prejudgment interest awarded against the "insured" on that part of the judgment which we pay, which exceeds the applicable deductible and which is within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, "loss" does not include any prejudgment interest based on that period of time after the offer;

POLLUTION LIABILITY

3. Other Insurance

a. As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies;
- (3) Any risk retention group; or
- (4) Any self-insurance method or program, in which case the "insured" will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown for this insurance in the *Travelers ECP Custom* Declarations.

b. If valid and collectible other insurance is available to the "insured" for a loss covered under this insurance, our obligations are limited as follows:

(1) This insurance is primary except when Paragraph (2) below applies. When this insurance is primary:

(a) If any other insurance is issued to any "named insured" by us, or any of our affiliated insurance companies, this insurance is primary to that other insurance, and we will not share with such other insurance; and

(b) If any other insurance not described in Paragraph (a) above is also primary, we will share with all that other insurance as follows:

(i) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

(ii) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the

ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

(2) This insurance is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, contingent or on any other basis:

(a) If the "pollution conditions" that caused the "loss" are "auto transportation pollution conditions";

(b) That only covers one or more projects specifically described in it. This paragraph does not apply to any other insurance that is available to any person or organization that:

(i) Is an "insured" under Paragraph e. of the definition of "insured"; or

(ii) Is an "insured" under any additional insured endorsement issued by us as part of this policy;

(c) That is available to the "insured" when the "insured" is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance; or

(d) That is available to any person or organization that:

(i) Is an "insured" under Paragraph e. of the definition of "insured"; or

(ii) Is an "insured" under any additional insured endorsement issued by us as part of this policy.

However, if the "named insured" specifically agrees in a written contract or agreement that the insurance provided to such person or organization must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such person or organization which covers that person or organization as a named insured, and we will not share with that other insurance, provided that the "bodily injury", "property damage" or "pollution clean-up costs" for

which coverage is sought result from "pollution conditions" that commence after the written contract or agreement was signed by the "named insured".

- (3) When this insurance is excess, we will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But we will have the right to associate in the defense and control of any "claim" that we reasonably believe is likely to involve this insurance. If no provider of other insurance defends any "claim" for "loss" to which this insurance applies, we will undertake to do so, but we will be entitled to the "insured's" rights against all those providers of other insurance.
- (4) When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all such other insurance.

SECTION III - DEFINITIONS

- 1. "Contractors Pollution Liability Coverage":
 - a. Means Contractors Pollution Liability Coverage.
 - b. Includes Contractors Pollution Liability coverage that is part of any policy that provides Contractors Pollution Liability coverage and any other coverage.
- 2. "Coverage territory" means anywhere in the world.
- 3. "Financial interest" means the insurable interest in a "foreign insured organization" because of:
 - a. Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
 - b. Indemnification of, or an obligation to indemnify:
 - (1) Such "foreign insured organization" for a "foreign pollution legal liability loss" or "foreign

- emergency response costs loss"; or
- (2) Any other "insured" for whom such "foreign insured organization" is liable for a "foreign pollution legal liability loss"; or
- c. An obligation to obtain insurance for such "foreign insured organization".
- 4. "Foreign emergency response costs loss" means "loss" that is "emergency response costs" incurred by or on behalf of any "named insured" and to which Emergency Response Costs of this insurance would have applied but for the fact that such "named insured" is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.
- 5. "Foreign insured organization" means any organization that:
 - a. Is:
 - (1) An "insured" under Pollution Legal Liability; or
 - (2) A "named insured" under Emergency Response Costs; of this insurance; and
 - b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws and regulations of such country or jurisdiction.
- 6. "Foreign pollution legal liability loss" means:
 - a. "Loss" the "insured" is legally obligated to pay and to which Pollution Legal Liability of this insurance would have applied; or
 - b. "Defense expenses" that we would have paid to defend the insured against any "claim" for "loss" that we would have defended under Pollution Legal Liability of this insurance; but for the fact that such "insured" is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.
- 7. "Our first coverage inception date" means the date stated in Item 3. of the *Travelers ECP Custom* Declarations, which is the beginning date from which

POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

recover such amount we shall honor the decision of the court that is authorized to hear the case.

However, we have the right to appeal that decision.

Service of process for any such lawsuit brought against us may be made upon us by serving our President, or our President's designee, at One Tower Square, Hartford, Connecticut 06183, and such person shall be authorized to receive the papers on our behalf.

However, the "insured" may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. We designate that appropriate officer, or that person's successor, to mail a copy of the papers to us.

For the State of California, service of process for any such lawsuit brought against us may be made upon:

CSC-Lawyers Incorporating Service
2730 Gateway Oaks Drive, Suite 100
Sacramento, California 95833.

For the State of Rhode Island, service of process for any such lawsuit brought against us may be made upon:

Corporation Service Company
222 Jefferson Blvd., Suite 200
Warwick, Rhode Island 02888.

13. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the "First Named Insured", this insurance applies:

- a. As if each "named insured" were the only "named insured"; and
- b. Separately to each "insured" against whom a "claim" is made.

14. Transfer Of Control Of Defense

If the available limits of insurance are used up, we will notify the "First Named Insured" in writing of all outstanding "claims" so that you can arrange to take control of the defense. Before the available limits of insurance are used up, you may take over control of the defense of any outstanding "claim" only if we agree that you may take over such defense.

We will take whatever steps are necessary during a transfer of control of defense of an outstanding "claim" to continue that defense and avoid a default judgment during such transfer. You agree

to repay the reasonable expenses we incur for any such steps taken after the available limit of insurance is used up. When we take such steps, you agree that we do not give up any rights.

15. Transfer Or Assignment Of This Policy

This policy may not be transferred or assigned, except with our written consent, or in the case of death of a "named insured" that is an individual.

If such "named insured" dies, that "named insured's" rights and duties will be transferred to that "named insured's" legal representative but only while acting within the scope of duties as such legal representative. Until such legal representative is appointed, anyone having proper temporary custody of such "named insured's" property will have such "named insured's" rights and duties but only with respect to that property.

16. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover from others all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after the loss to impair them, and under any Contractors Indemnity For Design Professional's Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, no "named insured" can agree in a contract or agreement to:

- a. Waive any "named insured's" right of recovery against any "design professional" or "specified sub-contractor"; or
- b. Limit the liability of the "design professional" or "specified sub-contractor" to a maximum amount unless such limitation is an "authorized agreed limitation of liability".

At our request, the "insured" will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights or will help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order until the total amount recovered is used up:

- a. We will reimburse any person or organization, including us or the "insured", any amount that person or organization has paid in excess of the limits of insurance.

- b. We will retain an amount equal to the amount we have paid under this policy.
- c. We will pay to the "insured" any remaining portion, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the "insured" has agreed in a contract or agreement to waive that "insured's" right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make for:

- a. "Loss" to which any of the following applies caused by an act, error or omission committed subsequent to the execution of the contract or agreement:
 - (1) Any Contractors Professional Liability Coverage; or
 - (2) Any Contractors Professional Liability Loss Mitigation Expenses Coverage;
- b. "Loss" to which any "Pollution Liability Coverage" applies resulting from "pollution conditions" that commence subsequent to the execution of the contract or agreement; or
- c. "Loss" to which any Contractors Pollution Loss Mitigation Expenses Coverage applies resulting from "faulty work incidents" that are not first discovered by any "insured" until subsequent to the execution of the contract or agreement.

SECTION IX - DEFINITIONS

- 1. "Agreed mediation":
 - a. Means a voluntary and non-binding process that:
 - (1) Is agreed to by us; and
 - (2) Involves a qualified professional mediator facilitating an attempted settlement of the "claim" between the "insured" and the person or organization making the "claim".

- b. Does not include any mediation or alternative dispute resolution that is:
 - (1) Ordered or imposed by a court; or
 - (2) Otherwise legally required.
- 2. "Asbestos pollution conditions":
 - a. Means any "pollution conditions" that are:
 - (1) The disturbance of asbestos or asbestos fibers if the "pollution conditions" result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured"; or
 - (2) The inadvertent disturbance of asbestos or asbestos fibers if the "pollution conditions" do not result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured". As used in this provision, inadvertent disturbance does not include any discharge, dispersal, seepage, migration, release or escape of asbestos or asbestos fibers during or as a result of asbestos abatement operations or any other operations to test for, monitor, clean up, remove, contain, treat, dispose of, detoxify or neutralize, or assess the effects of, asbestos or asbestos fibers.
 - b. Does not include a discharge, dispersal, seepage, migration, release or escape of asbestos or asbestos fibers from soil.
- 3. "Authorized agreed limitation of liability" means that part of any written contract or agreement with the following person or organization under which you agree to a maximum limit of such person's or organization's liability, which is the amount you are legally entitled to recover from such person or organization:
 - a. For the purposes of any Contractors Indemnity For Design Professional's Liability Coverage, a "design professional" if the amount of that limit of liability is not less than the "required design professional's insurance", unless we have given you our prior written consent to the amount of that limit of liability before the act, error or omission involved in the "loss" is committed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Automobile Liability

Carrier **TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA**

Limits Of Liability

**Bodily Injury And Property
Damage Combined Single
Limit** **\$1,000,000**

Policy Number **810-001T125298-22**

Policy Period

From: **03/01/2022**
to: **03/01/2023**

Employee Benefits Liability

Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT**

Limits Of Liability

Each Employee **\$1,000,000**
Aggregate **\$2,000,000**

Policy Number **CO-1T125121-22**

Policy Period

From: **03/01/2022**
to: **03/01/2023**

Commercial General Liability

Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT**

Limits Of Liability

General Aggregate **\$2,000,000**
**Products-Completed
Operations Aggregate** **\$2,000,000**
**Personal and
Advertising Injury** **\$1,000,000**
Each Occurrence **\$1,000,000**

Policy Number **CO-1T125121-22**

Policy Period

From: **03/01/2022**
to: **03/01/2023**

CALTRANS STANDARD SPECIFICATIONS

Appendix E of the Title VI Assurances
(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; University Avenue Complete Street Phase 1 Attachment D FHWA Funding Agency Provisions (Rev. Sept. 2015) Federal ID HSIPL 5004 (207)
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs

DIVISION I GENERAL PROVISIONS

2 BIDDING

2-1 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 Caltrans 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.

2-1.1 DISADVANTAGED BUSINESS ENTERPRISES

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). Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

<https://dot.ca.gov/programs/civil-rights/dbe-search>

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts 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 count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit the goal if you employ a DBE trucking company that performs a commercially useful function as defined in as follows:

- 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.

- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- 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.
- 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.
- 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.
- 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.

2-1.2 DBE Commitment Submittal

If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

If you do not submit the DBE form within the specified time, the City shall find you **non-responsive**.

2-1.3 Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency 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 contract. 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 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 sufficient 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 their 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 FROM OTHER BIDDERS WHEN DETERMINING WHETHER THE LOW BIDDER MADE GOOD FAITH EFFORTS TO MEET OR EXCEED 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, please submit a copy of 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 Resident Engineer or Inspector 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 (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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.

2-1.5 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.

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
PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION
1200 3rd Ave., Suite 200 MS56
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
PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION
1200 3rd Ave., Suite 200 MS56
SAN DIEGO, CA 92101

3-1.05 CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

3-1.06 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

3-1.13 FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

5 CONTROL OF WORK

5-1.01 GENERAL

SECTION 5 INCLUDES SPECIFICATIONS REGARDING THE CONTRACT PARTIES' RELATIONS AND CONTRACT ACCEPTANCE.

5-1.04B PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may 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 seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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.

DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the **Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments** to business.support.unit@dot.ca.gov with a copy to the Agency

5-1.13B(2) 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 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 its bidder 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 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 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 or exceed 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 agency's written consent. Unless the agency'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.**

CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for

which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

6 CONTROL OF MATERIALS

6-1.01 GENERAL

Section 6 includes specifications related to control of materials.

6-1.01A USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees:

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

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

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

7-1.02J 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.
6. 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.
7. 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.

7-1.11B FHWA-1273 (NEXT PAGE)

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.

West Coast General Group, A Joint Venture

Name of Contractor

13700 Stowe Dr Suite #100

Address

Poway, Ca 92064

Signature:



Nicholas Walters, Managing Partner

Date:

07/08/2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nons segregated 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 following are for 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	28.9	
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA	25.6	
	CA Santa Clara, CA 7485 Santa Cruz, CA	19.6	
	CA Santa Cruz 7500 Santa Rosa	14.9	
	CA Sonoma	9.1	
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
	177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3	

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

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 FEDERAL TRAINING PROGRAM

For the Federal training program, the number of trainees or apprentices is 6.

This section applies if a number of trainees or apprentices is specified in the special provisions.

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. Include these training requirements in your subcontract.

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 to the City of San Diego:

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 City's of San Diego approval for this submitted information before you start work. The City of San Diego 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 this section is to train and upgrade minorities and women toward journeymen 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 the City of San Diego and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - a) Meet your equal employment opportunity responsibilities.

- b) 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 State’s 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 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 City of San Diego 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 this

section. Each apprentice or

trainee must:

- 1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
- 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

8 PROSECUTION AND PROGRESS

8-1.01 GENERAL

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

8-1.10 LIQUIDATED DAMAGES

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 8-1.10B and 8-1.10C.

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 or permanent erosion control establishment are as shown in the following table:

Liquidated Damages		
Total bid		Liquidated damages per day
From over	To	
\$0	\$60,000	\$1,400
\$60,000	\$200,000	\$2,900
\$200,000	\$500,000	\$3,200
\$500,000	\$1,000,000	\$3,500
\$1,000,000	\$2,000,000	\$4,000
\$2,000,000	\$5,000,000	\$4,800
\$5,000,000	\$10,000,000	\$6,800
\$10,000,000	\$20,000,000	\$10,000
\$20,000,000	\$50,000,000	\$13,500
\$50,000,000	\$100,000,000	\$19,200
\$100,000,000	\$250,000,000	\$25,300

If all work except plant establishment or permanent erosion control 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 issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of **347 WORKING DAYS** (includes the Plant Establishment Period), beginning on the fifteenth calendar day after the date shown on the Notice to Proceed. The Contractor shall pay to the City the sum of **\$6,800** per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

CALTRANS STANDARD SPECIFICATIONS (13-95)

CALTRANS STANDARD SPECIFICATIONS - MATERIALS

CALTRANS STANDARD SPECIFICATIONS - DESCRIPTION OF BRIDGE WORK

CALTRANS STANDARD SPECIFICATIONS - CONSTRUCTION DETAILS

CALTRANS STANDARD SPECIFICATIONS - BUILDINGS

CALTRANS STANDARD SPECIFICATIONS - RAILROAD RELATIONS

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

PART 0 - EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

1-2 TERMS AND DEFINITIONS. To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
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** - An inspection the City uses to verify the completion of the Project or 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 **9:00 PM** to **5:00 AM**.

To the “WHITEBOOK”, ADD the following:

108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
110. **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.

1-7.1.3 Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.

- b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

1-7.2

Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance

and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:
 - Deputy Director
 - Construction Management and Field Engineering Division
 - 9573 Chesapeake Drive San Diego, CA 92123

SECTION 3 - CONTROL OF THE WORK

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

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

3-3 SUBCONTRACTORS. To the "WHITEBOOK", ADD the following:

- 6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

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

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Railroad Tracks (University Ave. S-18001), dated August 21, 2019, by Ray Cerezo (Pavement Coring Request)

- b) University Ave - HH Report, dated March 29, 2019, by Michael Baker International (Hydrology and Hydraulic Study)
 - c) AO1P4SR mp.pdf, dated January 14, 2019 by CHC Consulting, LLC (AT&T Potholing)
 - d) Highlighted University Ave Complete Street Phase 1 Coring Request, dated June 13, 2019, by Randy Encinas
 - e) Report of Aerially Deposited Lead Survey, dated September 9, 2019, by Allied Geotechnical Engineers, Inc.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1iQWqPycX1uie6wo7JBgDggDkujR79YuT>

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

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

3-10.1 General.

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

3-10.2 Survey Services Provided by City.

- 1. Monument Perpetuation, including mark-outs. You are responsible for requesting the coordination of these services.
 - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the City Engineering Support & Technical Services Division's Land Survey Section (LSS), via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.
- 2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City:
 - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
 - b) Locating or establishing geodetic control points for all site feature or structure locations.
 - c) Produce topographic as-built data.
 - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
 - e) Verifying structure finish grade elevations.

3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

3-10.3 Payment.

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

3-12.1 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.

3-12.7 Drinking Water Discharges Requirements. To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form.**

3-13.1 Completion. To the "GREENBOOK", DELETE 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.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 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 3-7.3 "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) If the Work includes installing an irrigation system, 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 any permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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.
2. After you complete the requirements in 3-13.1.1, "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 and request a Walk-through. 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 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request for a Walk-through in writing or schedule and conduct a Walk-through inspection. The Engineer shall facilitate the Walk-through.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, all operation and maintenance manuals have been approved, all necessary warranty letters have been received, and the work is formally accepted by the City.
9. The Engineer shall meet with you within 5 Working Days of notification that 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.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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.

3-13.3

Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City 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 warranted 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 Note"	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. If installed, 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 3-13.3.2, "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.

3-15.3 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 University Avenue from Fairmount Avenue to Euclid Avenue. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) B-17186 AC Water & Sewer Group 1044, Alex Sleiman, 619-533-7588
 - b) S-12016 Otay 1st and 2nd Pipelines West of Highland Avenue, Gabriel Torres, 619-533-4630

SECTION 4 - CONTROL OF MATERIALS

4-3.6 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.

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

- 11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

- 1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with

the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

5-4.2 Types of Insurance.

5-4.2.1 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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Workers’ Compensation Insurance and Employers Liability Insurance.

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

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.

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

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.

2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract 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.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State 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.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,

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

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

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

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

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

- 5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**
- 5-4.5.4.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
- a. Ongoing operations performed by you or on your behalf,
 - b. your products,
 - c. your work, e.g., your completed operations performed by you or on your behalf, or
 - d. premises owned, leased, controlled, or used by you.
- 5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you or to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice

for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 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.

5-4.11.1 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.

ADD:

5-10.1.3 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipient:

Tracy Harris, Resident Engineer, THarris@sandiego.gov

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders

within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

3. 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.

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

5-13 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/ecp/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.

5-14.6 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.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.
 - b) You shall be responsible for implementing, training, and submitting verification to the Engineer that construction staff have the required HAZWOPER certification before the Notice to Proceed (NTP) has been issued.

5-15.17 Payment. To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "GREENBOOK", paragraph (1), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

After notification of award of the Contract and prior to the start of any Work, you shall submit your proposed Cost Loaded Construction Schedule to the Engineer at the pre-construction meeting.

To the "WHITEBOOK", item 1, subsection "e", "h", and "s", DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- h) Your Schedule shall include 7 Working Days for the Engineer to schedule and conduct a 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.
- 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/ecp/edocref/>

To the "WHITEBOOK", ADD the following:

- 3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

6-1.1.2 Contracts More Than \$500,000 In Value. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Provide the Schedule to the Engineer in accordance with 6-1.1, "Construction Schedule" and 6-1.2, "Commencement of the Work".

To the "WHITEBOOK", item 2, DELETE in its entirety.

6-1.2 Commencement of the Work. To the "WHITEBOOK", ADD the following:

- 5. You shall submit a Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule" at the scheduled pre-construction meeting.
- 6. If a Cost Loaded Construction Schedule is not provided, the pre-construction meeting will still be held. The Contract Time shall commence at issuance of the NTP, but you shall be limited to the following activities until the Cost Loaded Construction Schedule has been submitted to the Resident Engineer with no exceptions taken:
 - a) Mobilization of your trailers, associated utility setup, and grading for trailer area
 - b) Permit Procurement

- c) Fencing and temporary utilities for your storage areas
- d) Submittal of anticipated critical path submittals

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) 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.

6-4.2 Extensions of Time. To the "WHITEBOOK", 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 6-1.5, "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 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", 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 6-4.2, "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.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **NEPA Revalidation, Categorical Exemption/Categorical Exclusion Determination Form and CEQA Notice of Exemption** for **University Avenue Complete Street Phase 1**, Project No. **S-18001**, as referenced in the Contract Appendix. You shall comply with all requirements of the **NEPA Revalidation, Categorical Exemption/Categorical Exclusion Determination Form and CEQA Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", ADD the following:

3. Refer to Caltrans Specifications.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.

7-3.2

Partial and Final Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
 - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
 - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
 - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.1 Application for Progress Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will pay 6% annually for late progress payments.
2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.5.1 General. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used or if none is used for the following Bid items:
 - a) additional bedding
 - b) imported backfill
 - c) subgrade imported backfill
 - d) shoring
 - e) water services
 - f) house connection sewers
 - g) abandoned water services (water stiff)s
 - h) water pollution control items
 - i) point repairs for existing sewer mains
 - j) additional point repairs for existing sewer mains
 - k) sewer lateral connections
 - l) sewer lateral linings
 - m) class 2 aggregate base
2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

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

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

7-4.3 Markup. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

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 a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
- 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) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

SECTION 200 – ROCK MATERIALS

ADD:

200-1.6.4 Energy Dissipation Pad. To the "GREENBOOK", ADD the following

Stone shall be washed #2 stone or river rock per AASHTO M43.

Broken concrete, asphalt pavement, and other non-rock materials may not be used unless otherwise directed by the Engineer.

Rocks shall be of such shape as to form a stable protection structure of the required section.

200-2.7.1 General. To the "GREENBOOK", ADD the following:

The terms "Disintegrated Granite" and "Decomposed Granite" shall refer to the same material and can be used interchangeably.

SECTION 201- CONCRETE, MORTAR, AND RELATED MATERIALS

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

Portland Cement Concrete shall be the concrete class as shown in the plans, details, standard drawings, or in Table 201-1.1.2 of the Standard Specifications. In the case of conflict, the higher compressive strength concrete class mix shall govern.

Concrete class for curb ramps and bicycle ramps shall be the same as concrete class for Sidewalk.

Driveways, Medians, and Truck Apron shall use the "commercial" concrete class designated per the driveway and median City of San Diego Standard Drawings (SDG).

Concrete class for the Biofiltration Basins and the Adjacent Compact Tree Wells shall be 560-C-3250.

201-1.2.4 Chemical Admixtures. To the "GREENBOOK", ADD the following:

Admixtures shall not contain chlorides or other corrosive elements to concrete.

ADD the following:

- f) Integral Color Admixture in stamped concrete. Integral color shall be Hydrotint "San Diego Buff", Color 5237, by Davis Colors (800-356-4848) or approved equal.

Color additives containing carbon black are not acceptable.

Do not use white-pigmented curing compounds with colored concrete.

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

Reinforcing steel shall be Grade 60 (400) billet steel conforming to ASTM A615/A615M, unless otherwise noted on Plans.

201-3.1 General. To the "GREENBOOK", ADD the following:

For Colored Concrete work: Joint sealant color to match integrally colored concrete.

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

Curing Compound for Colored Concrete work: Do NOT use Type 2 curing compounds with colored concrete. Curing compound shall comply with ASTM C309 and designed for use on integrally colored concrete.

SECTION 203 – BITUMINOUS MATERIALS

203-6.4.4 Composition and Grading. ADD the following:

- Asphalt Concrete Overlay shall be designated as "C2-PG 64-10".
- Asphalt Concrete, Full Depth Patch Back, at curb and gutters, shall be designated as "Type C2-PG 64-10" and paved 1 inch low from finished grade. Top 1 inch of AC full depth patch shall be paved together with adjacent AC Overlay lift.
- Asphalt Concrete Pavement, full reconstruction section, shall be:
 - Asphalt Concrete Surface Course shall be designated as "C2-PG 64-10".
 - Asphalt Concrete Base Course shall be designated as "B3-PG 64-10".
- Asphalt Concrete Private Driveway, 4-inch thick, section shall be:
 - Asphalt Concrete Base Course, 4-inch-thick, shall be designated as "Type C2-PG 64-10".

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-5.1 Metal Hand Railings Materials. To the "GREENBOOK", ADD the following:

Protective Railing shall be steel conforming to ASTM A36.

206-6.1 General. To the "GREENBOOK", ADD the following:

Unless otherwise shown in the plans, material and fitting steel shall be Class 1 and wire shall be Class 1.

206-6.3 Chain Link Fabric. To the "GREENBOOK", ADD the following:

Fabric shall conform to Section 206-6.3.2, "Polyvinyl Chloride (PVC) Coated Fabric".

SECTION 207 – GRAVITY PIPE

207-2.1 **General.** To the “GREENBOOK”, ADD the following:

All pipe joints shall be water-tight, gasketed, and with a pressure rating of 13 PSIG. Gasket shall conform to the requirements of Section 208-3, “Gaskets for Concrete Pipe”.

All pipes shall be certified by the supplier for D-Load prior to installation.

207-17.1 **General.** To the “WHITEBOOK”, ADD the following:

3. Utility Sleeves shall be Schedule 80 PVC pipes.
4. If no Schedule/Type designation is noted on the plans, PVC Pipe shall be Schedule 40 unless PVC pipe is within the roadway pavement section area. PVC Pipe shall be Schedule 80 when under the roadway pavement.
5. Schedule 40 and 80 PVC plastic pipes shall conform to the provisions of ASTM D-1785.

SECTION 219 – MISCELLANEOUS MATERIALS

219-1 **BIOFILTRATION BASIN.**

219-1.1 **General.** Biofiltration Basin shall be per dimensions, details, and materials as shown on the plans, which includes the following materials:

- Mulch
- Riprap (energy dissipation pad)
- Engineered soil media
- Filter course
- Reservoir layer
- PVC perforated pipe
- Concrete liner
- Concrete box with reinforcement
- Metal Grate

219-1.2 **Submittals.** Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials, application rate/testing, and permeability rates.

Verifications: Manufacturer shall submit a letter of verification that the products meet or exceed all physical property, endurance, performance and packaging requirements.

Tests should be conducted no more than 120 days prior to the delivery date of the filtration material / biofiltration soil media (BSM) to the project site. Batch-specific test

results and certification shall be required for projects installing more than 100 cubic yards of BSM.

The Contractor should submit the following to the City for approval:

- A. A sample of mixed BSM.
- B. Grain size analysis results of the sand component performed in accordance with American Society for Testing and Materials (ASTM) D422, Standard Test Method for Particle Size Analysis of Soils.
- C. Grain size analysis results of sandy loam soil component performed in accordance with ASTM D422., Standard Test Method for Particle Size Analysis of Soils.
- D. Grain size analysis results of compost component performed in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
- E. Organic matter content test results of compost. Organic matter content tests should be performed in accordance with ASTM F 1647, Standard Test Methods for Organic Matter Content of Athletic Field Rootzone Mixes or Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, Loss-On-Ignition Organic Matter Method.
- F. A description of the equipment and methods used to mix the sand, sandy loam, and compost to produce BSM.
- G. Constant head permeability results of the mixed BSM. Constant head permeability testing in accordance with ASTM D2434, Standard Test Method for Permeability of Granular Soils (Constant Head) should be conducted on a minimum of two samples with a 6-inch mold and vacuum saturation.
- H. Provide the following information about the testing laboratory(ies) including:
 - 1) Name of laboratory(ies)
 - 2) Contact person(s)
 - 3) Address(es)
 - 4) Phone contact(s)
 - 5) Email address(es)
 - 6) Qualifications of laboratory(ies), including use of ASTM and U.S. Department of Agriculture (USDA) method of standards

Product Samples: Along with product data, submit representative samples to the City for review and approval. Do not order materials until the Engineer has approved. Delivered materials shall match the approved samples.

Source Approval: Submit documentation of materials to the Engineer prior to construction as follows:

1. Material Source -Certificate
2. Cleanliness – Certification that stone is double-washed per this provision.

3. Properties -Certified Test Results for:
 - a) Gradation
 - b) Smoothness
 - c) Percentage of Wear
4. Sample: Prior to production and delivery of aggregates, take at least one (1) initial sample in accordance with ASTM D75. Collect each sample by taking three (3) incremental samples at random locations from source material to make a composite sample. See Table 218-1 for minimum sampling requirements. Repeat sampling procedure when source of material is changed or when deficiencies or variations from specified grading of materials are found in testing.

Table 218-1		
Material	Minimum Sample Required	Working Days to Obtain Verbal Test Results
Aggregate, Source (new)	200 pounds	60
Blanket / Filter	10 pounds	
Gravel	3-ft length x width (4-1/2 inch min)	
Impermeable Liner	3-ft length x width of roll	6
Mulch	20 pounds	11
Engineered soil media	20 pounds	11

219-1.3 Materials. The Concrete box shall be per Section 201, "Concrete, Mortar, and Related Materials, and Section 303-1, "Concrete Structures," of the Standard Specifications and these Special Provisions.

The PVC perforated pipe shall be Schedule 40 PVC and in accordance with Section 207-17, "PVC Gravity Pipe," of the Standard Specifications and these Special Provisions.

Metal Grates shall be per the Standard details and per the Plans.

The Biofiltration Basin materials shall be as follows:

219.1.3.1 Mulch. Mulch shall be non-floating, well-aged shredded hardwood mulch. NO wood chip, bark mulch, or composted mulch will be allowed.

219.1.3.2 Riprap (Energy Dissipation Pad). Riprap shall be per Section 200-1.6.4, "Energy Dissipation Pad," of these Special Provisions.

219.1.3.3 Engineered Soil Media. Filtration media, also referred to as Biofiltration soil media (BSM), shall achieve a long-term, in-place infiltration rate of 5 inches per hour, according to the County of San Diego 2012 Standard Urban Stormwater Mitigation Plan (SUSMP) requirements.

The BSM shall be a mixture of sand, fines, and compost. The following composition includes the measurements for determining the BSM by volume and weight:

BSM Composition	Sand	Sandy Loam			Compost
		Sand	Silt	Clay	
Volume	65%	20%			15%
Weight	75–80%	10% max.	3% max.	9% max. ¹	

¹9% compost by weight results in approximately 5% organic matter by weight.

BSM shall be free of roots, clods stones larger than 1-inch in the greatest dimension, pockets of coarse sand, noxious weeds, sticks, lumber, brush, and other litter. It shall not be infested with nematodes or undesirable disease-causing organisms such as insects and plant pathogens. BSM shall be friable and have enough structure in order to give good aeration to the soil.

BSM TEXTURE

Gradation Limit: The definition of the soil should be the following USDA classification scheme by weight:

- A. Sand: 85–90 percent
- B. Silt: 10 percent maximum
- C. Clay: 5 percent maximum

Compost shall compose no more than 9 percent of the bulk BSM weight and should primarily fall into the sand component in below Section 218-1.3.3.3, “Compost Soil,” of the Technical Specifications.

BSM QUALITY TESTING

In addition to the compost quality testing requirements outlined in Section 218-1.3.3.3, “Compost Soil,” of the Technical Specifications, the final BSM should meet the following standards. Testing results from the following specifications shall be submitted for approval prior to BSM acceptance.

Parameter	Method	Requirement	Units
Organic Matter	Loss on Ignition	2%–5%	dry weight
pH	Saturation Paste	6.0–8.0	-
Carbon: Nitrogen Ratio	-	10:1–20:1	-
Cation Exchange Capacity (CEC)	-	≥ 5	meq/100 g of dry soil
Salinity (Electrical Conductivity)	Saturation Extract	0.5–3	dS/m
Boron	Saturation Extract	< 2.5	ppm
Chloride	Saturation Extract	< 150	ppm
Sodium Adsorption Rate (SAR)	-	< 3	-
<i>Extractable Nutrients</i>			
Phosphorus		< 15	
Potassium		100–200	
Iron		24–35	

Parameter	Method	Requirement	Units
Manganese	Ammonium Bicarbonate/D PTA extraction method	0.6-6.0	mg/kg dry weight
Zinc		1.0-8.0	
Copper		0.3-5.0	
Magnesium		50-150	
Sodium		0-100	
Sulfur		25-500	
Molybdenum		0.1-2.0	
Aluminum		< 3.0	

219.1.3.3.1 Sand.

SAND QUALITY

Sand shall be thoroughly washed prior to delivery and free of wood, waste, and coatings such as clay, stone dust, carbonate, or any other deleterious material. All aggregate passing the No. 200 sieve size should be non-plastic.

SAND TEXTURE

Sand for BSM shall be analyzed by a qualified lab using #200, #100, #40, #30, #16, #8, #4, and 3/8- inch sieves (ASTM D422 or as approved by municipality) and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Max.	Max.
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40	5	55
No. 100	0	15
No. 200	0	5

Note: all sands complying with ASTM C33, *Standard Specification for Concrete Aggregates* for fine aggregate comply with the above requirements.

219.1.3.3.1 Sandy Loam.

SANDY LOAM SOIL QUALITY

Sandy loam soil for the BSM shall be free of wood, waste, coating such as stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

SANDY LOAM SOIL TEXTURE

Sandy loam soil should comply with the following specifications by weight based on ASTM D422 (or as approved by municipality):

- A. 50-74 percent sand

- B. 0–48 percent silt
- C. 2–15 percent clay

Note: these ranges were selected from the USDA soil textural classification for a sandy loam, such that clay content does not exceed 15 percent of sandy loam.

219.1.3.3.3 Compost Soil.

COMPOST TEXTURE

A qualified lab shall analyze compost using No. 200 and 1/2-inch sieves (ASTM D422), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min.	Max.
1/2 inch	97	100
No. 200	0	5

COMPOST QUALITY TESTING

Compost shall be a well-decomposed, stable, weed-free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials, **not including manure or biosolids**. Compost shall have a dark brown color and a soil-like odor. Compost that is exhibiting a sour or putrid smell, contains recognizable grass or leaves, or is hot (120 degrees Fahrenheit) upon delivery or rewetting is not acceptable.

Compost shall be produced at a facility inspected and regulated by the Local Enforcement Agency for CalRecycle. The past three inspection reports shall be submitted verifying testing compliance with CalRecycle Title 14, *Process to Further Reduce Pathogens* (PFRP), and EPA 40 CFS 503.

Compost should comply with the following requirements:

Parameter	Method	Requirement	Units
Bulk Density	-	400–600	dry lbs/cubic yd
Moisture Content	Gravimetric	30%–60%	dry solids
Organic Matter	ASTM F 1647 Standard Test Methods for Organic Matter Content of Athletic Field Rootzone Mixes or Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method."	35%–75%	dry weight
pH	Saturation Paste	6.0–8.0	

Parameter	Method	Requirement	Units
Carbon: Nitrogen Ratio	-	15:1–25:1	
Parameter	Method	Requirement	Units
<i>Metals</i>			
Arsenic	-	< 20	mg/kg dry weight
Cadmium		< 10	
Chromium		< 600	
Copper		< 750	
Lead		< 150	
Mercury		< 8	
Nickel		< 210	
Selenium		< 18	
Zinc		< 1400	
<i>Pathogens</i>			
Salmonella	-	< 3	MPN per 4 g
Fecal Coliform		< 1000	MPN per 1 g
<i>Inert Material/Physical Contaminants</i>			
Plastic, Metal, and Glass	-	< 1%	by weight
Sharps (% > 4mm)		0%	by weight

219-1.3.4 Filter Course. Filter course shall be a 4-6 inch washed pea gravel filter course layer, free of fines. Pea gravel shall be 3/8-inch size, rounded and per Section 200-1.3, "Gravel," of the Standard Specifications.

219-1.3.5 Reservoir Layer. Reservoir layer shall be a Class 2 Permeable material. The percentage composition by weight of Class 2 permeable material in place must comply with the gradation requirements shown in the following table:

Class 2 Permeable Material Gradation Requirements	
Sieve size	Percentage passing
1"	100
3/4"	90–100
3/8"	40–100
No. 4	25–40
No. 8	18–33
No. 30	5–15

Class 2 Permeable Material Gradation Requirements	
No. 50	0-7
No. 200	0-3

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

219-1.3.6 Concrete Liner. Concrete Liner shall have a thickness of 30 mil and conform to the following requirements for Waterproofing Membrane:

TEST PROPERTIES FOR WATERPROOFING MEMBRANE

	Test Method	Specifications Limits
Thickness	D5199	+/-5%
Specific Gravity (min.)	D 792	1.20
100% Modulus (psi, min.) (lb. force/in width, min.)	D 882	1000 30
Tensile (psi, min.) (lb. force/in width, min.)	D 882	2300 73
Elongation at Break (% , min.)	D 882	380
Graves Tear (lb./in., min.) (lb. force/in. width, min.)	D 1004	325 8
Resistance to Soil Burial (% change, max.) (a) Break Strength (b) Elongation (c) Modulus at 100%	G 160	5 20 20
Low Temperature Impact (Pass/F)	D 1790	-20
Dimensional Stability (% change/max.)	D 1204 (212/F/15 min.)	3
Water Extraction (% , Max. Loss)	D 1239	0.15
Volatile Loss (% , max.)	D 1203	0.70
Hydrostatic Resistance (psi, min.)	D 751	100

219-2 ADJACENT COMPACT TREE WELL.

219-2.1 General. Adjacent Compact Tree Well shall be per dimensions, details, and materials as shown on the plans, which includes the following materials:

- Mulch
- Riprap (energy dissipation pad)
- Engineered soil media
- Filter course

- Plastic Liner
- PVC perforated pipe
- Breather Tube
- Impermeable root barrier
- Metal Grate

219-2.2

Submittals. Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials, application rate/testing, and permeability rates.

Verifications: Manufacturer shall submit a letter of verification that the products meet or exceed all physical property, endurance, performance and packaging requirements.

Tests should be conducted no more than 120 days prior to the delivery date of the filtration material / biofiltration soil media (BSM) to the project site. Batch-specific test results and certification shall be required for projects installing more than 100 cubic yards of BSM.

The Contractor should submit the following to the City for approval:

- A. A sample of mixed BSM.
- B. Grain size analysis results of the sand component performed in accordance with American Society for Testing and Materials (ASTM) D422, Standard Test Method for Particle Size Analysis of Soils.
- C. Grain size analysis results of sandy loam soil component performed in accordance with ASTM D422., Standard Test Method for Particle Size Analysis of Soils.
- D. Grain size analysis results of compost component performed in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
- E. Organic matter content test results of compost. Organic matter content tests should be performed in accordance with ASTM F 1647, Standard Test Methods for Organic Matter Content of Athletic Field Rootzone Mixes or Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, Loss-On-Ignition Organic Matter Method.
- F. A description of the equipment and methods used to mix the sand, sandy loam, and compost to produce BSM.
- G. Constant head permeability results of the mixed BSM. Constant head permeability testing in accordance with ASTM D2434, Standard Test Method for Permeability of Granular Soils (Constant Head) should be conducted on a minimum of two samples with a 6-inch mold and vacuum saturation.
- H. Provide the following information about the testing laboratory(ies) including:
 - 1) Name of laboratory(ies)
 - 2) Contact person(s)

- 3) Address(es)
- 4) Phone contact(s)
- 5) Email address(es)
- 6) Qualifications of laboratory(ies), including use of ASTM and U.S. Department of Agriculture (USDA) method of standards

Product Samples: Along with product data, submit representative samples to the City for review and approval. Do not order materials until the Engineer has approved. Delivered materials shall match the approved samples.

Source Approval: Submit documentation of materials to the Engineer prior to construction as follows:

1. Material Source -Certificate
2. Cleanliness – Certification that stone is double-washed per this provision.
3. Properties -Certified Test Results for:
 - a. Gradation
 - b. Smoothness
 - c. Percentage of Wear
4. Sample: Prior to production and delivery of aggregates, take at least one (1) initial sample in accordance with ASTM D75. Collect each sample by taking three (3) incremental samples at random locations from source material to make a composite sample. See Table 218-2 for minimum sampling requirements. Repeat sampling procedure when source of material is changed or when deficiencies or variations from specified grading of materials are found in testing.

Table 218-2		
Material	Minimum Sample Required	Working Days to Obtain Verbal Test Results
Aggregate, Source (new)	200 pounds	60
Blanket / Filter	10 pounds	
Gravel	3-ft length x width (4-1/2 inch min)	
Impermeable Liner	3-ft length x width of roll	6
Mulch	20 pounds	11
Engineered soil media	20 pounds	11

219-2.3 Materials. The PVC perforated pipe and breather tube shall be Schedule 40 PVC and in accordance with Section 207-17, "PVC Gravity Pipe," of the Standard Specifications and these Special Provisions.

Metal Grates shall be per the Standard details and per the Plans.

The Adjacent Compact Tree Well materials shall be per Section 218-1.3, "Materials," of these Special Provisions

219-2.3.4 Filter Course. Filter course shall be a 4-6 inch washed pea gravel filter course layer, free of fines. Pea gravel shall be 3/8-inch size, rounded and per Section 200-1.3, "Gravel," of the Standard Specifications.

219-2.3.5 Impermeable Root Barrier. Impermeable Root Barrier shall be in accordance to Section 800-1.6, item 4, "Root Barriers," of the WHITEBOOK Standard Specifications.

219-2.3.6 Plastic Liner. Plastic Liner shall have a thickness of 30 mil and conform to the following requirements for Waterproofing Membrane:

TEST PROPERTIES FOR WATERPROOFING MEMBRANE

	Test Method	Specifications Limits
Thickness	D5199	+/-5%
Specific Gravity (min.)	D 792	1.20
100% Modulus (psi, min.) (lb. force/in width, min.)	D 882	1000 30
Tensile (psi, min.) (lb. force/in width, min.)	D 882	2300 73
Elongation at Break (% , min.)	D 882	380
Graves Tear (lb./in., min.) (lb. force/in. width, min.)	D 1004	325 8
Resistance to Soil Burial (% change, max.) (a) Break Strength (b) Elongation (c) Modulus at 100%	G 160	5 20 20
Low Temperature Impact (Pass/F)	D 1790	-20
Dimensional Stability (% change/max.)	D 1204 (212/F/15 min.)	3
Water Extraction (% , Max. Loss)	D 1239	0.15
Volatile Loss (% , max.)	D 1203	0.70
Hydrostatic Resistance (psi, min.)	D 751	100

SECTION 300 - EARTHWORK

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

10. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to

accomplish the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal and disposal of all existing improvements (up to 48 inches in depth) including, but not limited to, soil, pavement (Asphalt Concrete, Cement Treated Base, Portland Cement Concrete, Unclassified Materials, Colored Concrete, Stamped Concrete, etc.), sidewalk, asphalt curbs, curb and gutter, underdrains, retaining walls, barricades, fence and post removal and disposal where identified, handrails, abandoned utilities, foundations, traffic signals (poles, foundation abandonments, mast arms, fixtures, signal heads, street lights, etc.), street lights (poles, foundation abandonments, mast arms, luminaires, etc.), pushbutton and controller equipment removal and salvaging to the City of San Diego Chollas Operations Yard where specified, signs and posts, miscellaneous concrete pieces, storm drain inlets and wings, payphone structures, concrete ditches, bollards, concrete walls, catch basins, cleanouts, headwalls, railroad tracks, ties, ballast and concrete bases, utility structures (pull boxes, conduits, cables and wires, etc.), water laterals, vegetation, irrigation, 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.

11. Clearing and Grubbing shall include the project limits identified by the approved project plans, these Special Provisions, and as directed by the Engineer. Existing trash, construction debris, abandoned structures and other deleterious material are included in this item.
12. All stockpiling of cleared and grubbed material designated by the Contractor for final removal shall be considered incidental to this paid item and no additional compensation shall be allowed therefor.
13. All combustible waste materials resulting from clearing and grubbing from any construction operations of this Contract shall be removed from the site to an acceptable disposal area in accordance with Subsection 300-1.3, "Removal and Disposal of Materials," of the "GREENBOOK" Specifications.
14. Existing improvements, adjacent property, utility and other facilities, trees and plants that are not to be removed, and all items shown on the approved plans to be protected in place, or stated in the City's Standard Specifications or Conditions to be protected in place, shall be protected from injury or damage as provided in accordance with Section 7-9, "Protection and Restoration of Existing Improvements," of the "GREENBOOK" Specifications, regardless of whether or not these items are found within the grading limits. If an item to be protected in place is found within the grading limits, the Contractor shall grade around the item to be protected in place as required.

Any structure or facility to be protected which is damaged as a result of the Contractor's construction operation, shall be replaced by the Contractor, at their cost, to the satisfaction of the Engineer.

300-1.4 **Payment.** To the "WHITEBOOK," item 2, DELETE in its entirety and SUBSTITUTE with the following:"

2. The payment for removal and disposal of items related to cold milling operations shall be included in the Bid Item for "Cold Mill AC Pavement (>3 inch)" in accordance with 404-12, "Payment".

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

301-1.1 **General.** To the "GREENBOOK," ADD the following:

The cost of furnishing and applying water as directed by the Engineer shall be included in the Contractor's bid price for other items.

The Contractor shall coordinate with the utility companies regarding their work within the roadway limits that may cause damage or alter the roadway subgrade. The cost to repair or replace subgrade disturbed by utility companies during performance of their work, that affects the lines and grades shown on the plans, before or after placement of untreated base, shall be considered incidental to subgrade preparation and no additional compensation shall be made.

Subgrade soils should be in a stable, non-pumping condition at the time the aggregate base materials are placed and compacted.

301-1.6 **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".

301-2 **UNTREATED BASE.**

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

Adequate drainage (both surface and subsurface) shall be provided such that the untreated base materials are not allowed to become wet.

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

Untreated base is required under some PCC improvements as referenced Standard Plans and described in their respective Special Provisions and may not be eligible for payment under a separate Aggregate base pay item, but will be included in the cost of the item being constructed. The Aggregate base, included in other items of work, shall be furnished and installed by the Contractor.

No additional compensation shall be allowed for removing and replacing previously prepared subgrade or sub-base or for the weight of water.

ADD:

301-7 DISINTEGRATED/DECOMPOSED GRANITE.

301-7.1 Installation. Excavate to depth required so edges of stabilized decomposed granite surface will match adjacent grades of concrete curb / sidewalk edging and have a maximum cross slope of 1 percent.

Install, compact, soak with sufficient water to activate stabilizer through entire depth of lift per manufacturer recommendations. Install and compact the additional lifts, and soak with sufficient water to activate stabilizer as required.

Grade and smooth to required elevation.

Surface shall follow overall contours of landscape. Flat areas shall be crowned for drainage.

Completed surface shall be of consistent quality and free of deleterious materials such as organic materials, nails, stones, and loose material. Surface shall not have depressions or humps greater than ¼" in ten feet.

Finished surface shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking. Cured and compacted decomposed granite areas shall be firm throughout profile with no spongy areas. Loose material shall not be present on the surface. Any significant irregularities in surface shall be repaired to the uniformity of entire installation.

301-7.2 Protection. Do not allow traffic on stabilized decomposed granite area for four days after placement or until compacted stabilized decomposed granite has fully cured.

Protect stabilized decomposed granite area from damage until Project completion. Repair damaged areas to match specified requirements.

301-7.3 Maintenance & Repairs. Loose aggregate will appear on the surface over time which is a natural occurrence. If excessive aggregate over ¼ inches occurs, redistribute the stabilized decomposed granite over the entire surface, water thoroughly and re-compact with a minimum one ton drum roller. This process can be repeated as needed.

To repair, excavate damaged area leaving a minimum one inch depth of existing stabilized decomposed granite, water and scarify. Scarifying existing stabilized decomposed granite will prevent a cold joint layer between the existing stabilized decomposed granite and the newly imported pre-blended stabilized decomposed granite.

Add water to the pre-blended stabilized decomposed granite to activate. Apply moistened pre-blended stabilized decomposed granite to excavated area at or above finished grade.

Compact with a walk behind drum roller. Do not allow traffic on stabilized decomposed granite surfacing for one-two days after placement or until compacted stabilized decomposed granite has fully cured.

301-7.4 Payment. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

Payment for the Stabilized Decomposed Granite will be included in the Planting per Lump Sum pay item and shall include full compensation for finishing all labor, materials, tools, equipment, and incidentals, including excavation, backfill, grading and compacting the subgrade, blending, placing, watering, and compacting the decomposed granite, and as indicated on the Plans, and for doing all the work involved and no additional compensation will be allowed.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in their 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.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.1 General. To the “GREENBOOK”, ADD the following:

Vertical or horizontal position of structures as shown on the Plans or as described in these Specifications shall not vary more than 1/2 inch from true position. Elevation at inlet lips shall not vary more than 1/4 inch from elevation shown on the plans.

All earthwork shall be done in accordance with Section 300, “Earthwork,” of the Standard Specifications and these Special Provisions.

Concrete shall be in accordance with Sections 201, “Concrete, Mortar, and Related Materials.” A minimum of 80% of the mix’s designated compressive strength must be attained before any backfill will be allowed.

Crossing of concrete structures with heavy construction equipment is not allowed.

303-1.3 Forms. To the “WHITEBOOK”, ADD the following to the end of the section:

Full compensation for conforming to the requirements of FORMS shall be considered as included in the Contract price paid for the related concrete structure bid items and no separate compensation shall be allowed therefor.

303-1.4 Removal of Forms. To the "GREENBOOK", ADD the following:

After removal of forms and "snap ties," any portions protruding or exposed on the concrete surface, shall be removed and any holes patched.

303-1.7.1 General. To the "GREENBOOK", ADD the following:

Reinforcing steel bars shall be accurately spaced as shown on the plans and spacing of the first bar immediately adjacent to a transverse construction joint shall be one-half the required spacing shown on the plans. In no case shall the clear distance between parallel bars be less than 2½ diameters of the bar and a minimum of 2 inches. Unless otherwise shown on the plans, embedment of reinforcing steel shall be 1½ inches clear depth of #8 bars or smaller and shall be 2 inches clear for #9 bars and larger. Where placement of reinforcing steel requires alternate bars of different size, embedment shall be governed by the larger bar. Tack welding or butt welding of reinforcing bars will not be permitted.

All reinforcing steel shall be placed on supports to maintain the distance between the reinforcing steel and the subgrade, as required by the approved plans and specifications. Under no circumstances shall the reinforcing steel be placed on the subgrade and pulled during placement of concrete. The Contractor shall not place concrete until the City has inspected the reinforcing steel placement and integrity of the steel reinforcement.

No splices in transverse steel reinforcement shall be permitted other than shown on the approved plans. No more than one splice shall be permitted in any longitudinal bar between transverse joints and the splices shall be staggered.

Where permitted, splices in longitudinal and transverse steel shall be lapped forty-five (45) bar diameters, for #8 bars and smaller, sixty (60) bar diameters for #9 through #11 bars, but not less than twelve inch (12"), unless shown otherwise on the plans.

If the Contractor elects to modify the steel reinforcement spacing from what is shown on the plans, shop drawings must be prepared and approved by the Engineer.

- a) **Securing in Place.** Accurately place bars and wire tie in precise position where bars cross. Bend ends of wire ties away from the forms. Wire tie bars to corners of ties and stirrups. Support bars according to the current edition of "Recommended Practice for Placing Bar Supports" of Concrete Reinforcing Steel Institute, using approved accessories and chairs. Place precast concrete cubes with embedded wire ties to support reinforcing steel bars in concrete placed on grade and in footings. Use care not to damage vapor barriers where they occur.
- b) **Exposed Concrete Surfaces.** Provide stainless steel or exterior quality vinyl plastic tipped chairs, bolsters, and accessories where exposed on exterior or interior concrete surfaces not to be painted or permanently covered.
- c) **Clearances.** Maintain minimum clear distances from face of concrete as indicated or directed.
- d) **Maintaining Bars in Position.** Take adequate precautions to assure that reinforcing position and spacing is maintained during placement of concrete.

Provide additional reinforcing bars at wall and slab openings as required. Before placing bars, and again before concrete is placed, clean bars of loose mill scale, oil, or any other coating that might destroy or reduce bond.

- e) **Payment.** Full compensation for furnishing, bending, and PLACING REINFORCEMENT shall be considered as included in the Contract unit price paid for the various concrete structures and no separate compensation shall be allowed therefor.

303-1.8.1 General. To the "GREENBOOK", ADD the following:

Where concrete is to be deposited against hardened concrete at horizontal construction joints, the surface shall be cleaned, as directed by the Engineer, prior to placement of the additional concrete.

All unsatisfactory concrete, latency, coatings, stains, debris, and other foreign materials are to be removed. The surface of the concrete shall be washed thoroughly to remove all loose material. The method used in disposing of wastewater employed in washing the concrete surfaces shall be such that the wastewater will not stain, discolor, or affect exposed surfaces or the structures, and will be subject to the approval of the Engineer.

Full compensation for conforming to the requirements of PLACING CONCRETE shall be considered as included in the Contract price paid for the related bid items and no separate compensation shall be allowed therefor.

303-1.8.6 Joints. To the "GREENBOOK", ADD the following before the first sentence:

Transverse joints shall conform this section.

Where bond breaks or expansion joint material is shown to separate PCC construction for new or existing improvements, the material used shall be a preformed expansion joint filler bituminous type conforming to ASTM D 1751.

Water stops shall be constructed at locations per the plans and details.

ADD the following after the last paragraph:

Full compensation for conforming to the requirements of JOINTS, Bond Breaks, and/or Water Stops shall be considered as included in the Contract price paid for the related paid items and no separate compensation shall be allowed therefor.

303-1.9.1 General. To the "GREENBOOK", ADD the following to the end of the Subsection:

Concrete drainage structures shall have an ordinary surface finish conforming to Section 303-1.9.2, "Ordinary Surface Finish".

Full compensation for conforming to the requirements of SURFACE FINISH shall be considered as included in the Contract unit price paid for the related concrete bid items and no separate compensation shall be allowed therefor.

303-1.9.2 Ordinary Surface Finish. To the "GREENBOOK", ADD the following:

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the Engineer, are of such an extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases, the

Engineer may declare the concrete defective and require the removal and replacement of the structure affected at the expense of the Contractor.

Full compensation for conforming to the requirements of ORDINARY SURFACE FINISH shall be considered as included in the Contract price paid for the related concrete bid items and no separate compensation shall be allowed therefor.

303-1.10 Curing. To the "GREENBOOK", ADD the following to the end of the Subsection:

Where the curing compound method is used on concrete surfaces exposed after construction, sloped surfaces flatter than $\frac{3}{4}:1$, shall be sealed with pigmented curing compound conforming to the requirements of ASTM C309, Type 2, Class B. Surfaces steeper than $\frac{3}{4}:1$ shall be sealed with a Type 1 wax based compound.

Full compensation for conforming to the requirements of CURING shall be considered as included in the Contract price paid for the related concrete bid items and no separate compensation shall be allowed therefor.

303-1.11 Measurement. To the "GREENBOOK", ADD the following:

For gravity walls, the area measurement shall be from the profile view, measuring the height (H) x length of wall.

303-1.12 Payment. To the "GREENBOOK", ADD the following:

The Contract unit price for the concrete drainage items shall be include full compensation for the control of ground and surface water; the preparation of subgrade; the joining of pipe / connections; backfilling; temporary and permanent resurfacing; and all other work necessary to install the concrete drainage item, complete in place. No additional compensation shall be allowed.

1. Catch Basin - Full compensation for furnishing all labor, materials, including, but not limited to, concrete, frame and grate, miscellaneous metal, reinforcement, expansion joints, finishing and curing, excavation and backfill, subgrade preparation, and adjustments to rough grade or final AC pavement, tools and equipment necessary, shall be included in the Contract unit prices paid per Each for "Catch Basin (Type I) per D-29" and no additional compensation shall be allowed therefor.
2. Connect To Existing Cleanout – Payment for "Connect To Existing Cleanout" shall be at the contract unit price per Each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including cutting an opening, connections, mortar, concrete collar, concrete backfill, rounding edges of pipe, and for doing all work involved in pipe connection, and as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.
3. Gravity Wall Type A - Full compensation for furnishing all labor, materials, including, but not limited to concrete, reinforcement, joints, finishing, curing, excavation and backfill, subgrade preparation, washed crushed aggregate; drains, wire mesh, PCC behind the wall, anti-graffiti coating, and all other work, as shown on plans and Specifications and as directed by the Engineer, and shall be included

in the Contract unit price paid per Square Foot for "Gravity Wall, Type A per C-09" and no additional compensation shall be allowed therefor.

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

7. For the purposes of this section, the terms "walk" and "access ramp" shall be synonymous with "sidewalk" and "curb ramp and pedestrian ramp", respectively.
8. Construction of Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Bicycle Ramps, Driveways, Medians, Aprons, Bus stop slabs, and other minor concrete shall be coordinated with all other construction activities.
9. Subgrade preparation shall be in accordance with Section 301, "Treated Soil, Subgrade Preparation, and Placement of Base Materials," of the Standard Specifications and these Special Provisions.
10. Bicycle Ramp and Truck Aprons - Construction of Portland Cement Concrete (PCC) Bicycle Ramps shall be in conformance with the details on the plans. PCC Bicycle Ramps and Concrete Truck Aprons shall be in accordance with Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications.
11. Sidewalk/Curb Ramps/Bicycle Ramps/Driveways - The Contractor shall verify with a "smart level" that the ADA required maximum slope grades are not exceeded both when setting the concrete forms, prior to pouring. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper sawcut limits are established for all bicycle and curb ramp locations and the Engineer will not be responsible to direct the Contractor's crews or otherwise serve in this management capacity.

303-5.7 Repairs and Replacements. To the "GREENBOOK", ADD the following:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched, or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs shall be allowed.

All Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Bicycle Ramps, Driveways, Medians, Aprons, Bus stop slabs, and other minor concrete shall be constructed true to the line and grade shown on the Plans.

Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Bicycle Ramps, Driveways, Medians, Aprons, Bus stop slabs, and other minor concrete will be rejected for any of the following reasons:

1. Deviation from grade greater than 1/8 inch.
2. Fluctuations, undulations, or imperfections in PCC surfaces such as rock pockets, honeycombing, blisters, voids, or other defects.
3. PCC surfaces with any cracks.
4. Concrete used that does not meet the requirements set forth in Section 201-1, "Portland Cement Concrete," of the Standard Specifications.

Rejected sections of Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Bicycle Ramps, Driveways, Medians, Aprons, Bus stop slabs, and other minor concrete shall be removed to the nearest joint, and reconstructed at no additional cost to the City.

303-5.9 Measurement and Payment. To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. The measurement shall be made of actual areas and depths authorized by the Engineer and shall be calculated in place as shown in the bid. Excavation, grading, and backfilling shall be included in the Bid items for the Work of sidewalks, curb ramps, or curb and gutters.

303-5.9 Measurement and Payment. To the "WHITEBOOK", ADD the following:

7. The placement of aggregate base, as specified in the standard details, under concrete work shall not be paid for separately but shall be included in the other items of work.

Reinforcement bars (rebar), as specified in the standard details, under concrete work shall not be paid for separately but shall be included in the other items of work.

8. Median Curb - Payment for "Median Curb (per designated type, height, and standard drawing / detail)" will be paid for at the contract unit price per Linear Foot as shown in the Bid Schedule and shall include all sawcutting, forms, joints, finishes and keyways, backfill, base preparation, doweling, protection of existing trees, parkway restoration, and repainting of colored curb (top and face), where colored curb has been removed due to new curb construction, any other repainting of curb, such as the delineation of parking restriction locations, and all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing or replacing adjacent areas excavated or damaged for the placement of forms.

Payment for curb height transitions, to match adjacent curbs, will be measured and paid for as the standard curb adjacent to the transitions if not specified on the bid list.

9. Concrete Cutoff Wall – Payment for "Concrete Cutoff Wall" shall be at the contract unit price per Linear Foot as shown in the Bid Schedule and shall include all sawcutting, forms, joints, finishes and keyways, backfill, base preparation, doweling, parkway restoration, and repainting of colored curb (top and face), where colored curb has been removed due to new construction, any other repainting, and all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing or replacing adjacent areas excavated or damaged for the placement of forms.

10. Truck Apron - Payment for "Concrete Truck Apron" will be paid for at the contract unit price per Square Foot as shown in the Bid Schedule and shall include all sawcutting, backfill, base preparation, forms, joints, concrete, and curing as shown in the standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

11. Payment for Concrete Sidewalk (per the standard as specified) will be paid for at the contract unit price per Square Foot as shown in the Bid Schedule and shall include excavation, backfill, base preparation, forms, joints, keyway/dowels, thickened tie-ins, tie-ins, finishes, curing, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

303-5.10.2 Payment. To the "WHITEBOOK", ADD the following:

4. The payment for completely removing and replacing the existing concrete spandrel of a cross gutter associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the curb ramp. No additional costs shall be incurred when separate Bid items for cross gutters has been provided.
5. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the Curb Ramp installation. No additional costs shall be incurred when separate Bid items for alley aprons has been provided.
6. Bicycle Ramp - Payment for "Bicycle Ramp" will be paid for at the contract unit price per Each as shown in the Bid Schedule and shall include all sawcutting, backfill, base preparation, forms, joints, and finishes as shown in construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

The Bicycle Ramp shall include construction of concrete ramp, landing, transition area, and associated retaining curb (as applicable).

Curb and gutter transitions, at the edge of pavement, for the construction of PCC curb ramps will be measured and paid for as the standard curb and gutter adjacent to the transitions if not specified on the bid list.

7. Concrete Median Island Passageway - Payment for "Concrete Median Island Passageway per SDG-139" will be paid for at the contract unit price per Each as shown in the Bid Schedule and shall include all sawcutting, backfill, base preparation, forms, joints, finishes, Detectable Warning Tiles, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

The Concrete Median Island Passageway shall include construction of concrete island passageway area, detectable warning tiles, and associated retaining curb (as applicable).

Payment for Detectable Warning Tiles shall be included in the price for Concrete Median Island Passageway and shall be considered full compensation for casting Detectable Warning Tiles in place, all labor, materials, including tile, tools,

equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

Curb and gutter transitions, at the edge of pavement, for the construction of PCC Concrete Median Island Passageway will be measured and paid for as the standard curb and gutter adjacent to the transitions if not specified on the bid list.

303-6.1 General. To the "WHITEBOOK", ADD the following:

2. For medians with stamped concrete, the stamp pattern shall be "Herringbone Used Brick" and the integral color shall be "San Diego Buff."

Samples for Verification: Submit a 3 feet by 10 feet sample chip of specified concrete color indicating color name. The stamp pattern, to scale, shall be submitted for review and Agency approval prior to using the pattern.

Obtain material from same source and maintain high degree of consistency in workmanship throughout Project.

303-6.1.2 Measurement and Payment. To the "WHITEBOOK", ADD the following:

3. The Payment for "Stamped PCC Raised Center Median" will be paid for at the contract unit price per Square Foot as shown in the Bid Schedule and shall include all sawcutting, backfill, base preparation, forms, joints, integral color, stamped concrete, finishes, curing, as shown in the construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3.4 Measurement and Payment. To the "GREENBOOK", delete the first two paragraphs and replace with the following:

Chain link fence will be measured parallel to the ground slope along the line of the completed fence, deducting the widths of gates and openings.

Payment for "Chain Link Fence per SDM-112 (36 Inch)" shall be at the contract unit price Linear Foot and shall include full compensation for all labor, materials, tools, equipment, excavation, export, backfill, compaction, fabric, coatings, concrete foundations, posts, hinges, rails, braces, appurtenances, and incidentals and for doing the work involved in installing chain link fence, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Project Specifications, and as directed by the Engineer.

304-6 Payment. To the "WHITEBOOK", ADD the following:

2. Payment for "Install Memorial Plaque (plaque to be provided by City)" shall be at the contract unit price Each and shall include full compensation for all labor, materials, tools, equipment, excavation, export, backfill, compaction, coatings, concrete foundations, braces, appurtenances, incidentals, and for doing the work involved in installing the memorial plaque, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Project Specifications, and as directed by the Engineer.

3. Payment for "Remove and Relocate Trash Cans and Bus Shelters" shall be at the contract unit price Lump Sum and shall include full compensation for all labor, materials, tools, equipment, excavation, export, backfill, compaction, storage, coatings, concrete foundations, posts, hinges, rails, braces, appurtenances, and incidentals and for doing the work involved in installing removing, storing, and relocating the City Heights Business Association trash cans, signs, brackets, bus shelters, and all other City Heights Business Association owned items, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Project Specifications, and as directed by the Engineer.

SECTION 306 – OPEN TRENCH CONSTRUCTION

306-2.4.1 General. To the "GREENBOOK", ADD the following:

Proper and suitable tools and appliances for safe handling of pipe and fittings shall be employed. Care shall be exercised to avoid damage to pipe and fittings. All pipe and fittings shall be carefully examined by the Contractor for defects at the time of laying, and no defective pipe or fitting shall be installed.

Defective pipe and fittings shall be replaced at the Contractor's expense.

All pipe and fittings shall be thoroughly clean at the time of laying and shall be handled in such a manner as to maintain this condition by preventing the entrance of foreign material. Removal of plugs that were temporarily placed, to keep dirt and debris from entering laid pipe between stages, shall not be paid for separately, but shall be included in the contract unit price for Pipe.

ADD:

306-2.9 Connections. One or two foot standard lengths of pipe shall be used for inlet and outlet connection to the drainage structure assemblies.

306-3.3 Removal and Abandonment of Existing Conduits and Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. For 6 inch (152.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, "CONTROLLED LOW STRENGTH MATERIAL (CLSM)".

306-7.8.2.1 General. To the "GREENBOOK", ADD with the following:

1. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

ADD:

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a

Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

306-8.8.3 Thrust Blocks and Anchor Blocks. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Thrust blocks shall be installed at all bends, tees, dead-ends and reducers. The use of restrained joints requires approval from the Engineer. The thrust blocks shall be constructed as follows:
 - a) Thrust blocks shall be constructed of concrete conforming to 201-1, "PORTLAND CEMENT CONCRETE".
 - b) Unless otherwise shown on the Plans, concrete thrust blocks shall be constructed in accordance with SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION and the Standard Drawings.
 - c) Concrete blocks shall be constructed between undisturbed ground and fittings to be anchored.
 - d) Unless otherwise shown on the Plans, the quantity of concrete and the bearing area of the pipe against undisturbed soil shall be as shown on the Standard Drawings.
 - e) Unless otherwise shown on the Plans, concrete shall be placed so pipe joints and fittings remain accessible to repairs.

306-8.9.2.3 Allowable Leakage. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. For prefabricated pressure pipe testing requirements, refer to prefabricated gravity pipe pressure testing requirements in 306-7.8.2, "Pressure Testing and Leakage Inspection".

306-12.1 General. To the "GREENBOOK", ADD the following:

All work performed by the Contractor in constructing underground improvements is subject to periodic testing throughout trench backfill operations by the on-site Engineer and the City.

D-loads for all reinforced concrete pipes are based on finished surfaces and normal roadway loads. The Contractor shall exercise care in placing and compacting fill above pipes so that the designed D-loads are not exceeded. Any pipe damages as a result of the Contractor's operations shall be replaced to the satisfaction of the City at no expense to the City.

Bedding placed in excess of the limits required by the Standards Specifications, and for the convenience of Contractor shall not be subject to any additional compensation.

Trench backfill shall be placed to existing or natural grades where proposed grading is not indicated on the plans. Placing backfill uniformly on all sides shall mean limiting the differential fill level to two feet (2') or less.

All backfill material shall be approved by the City and the on-site Engineer. The Contractor is responsible for placing and compacting native backfill in trench conditions in accordance with approved plans, Standard Specification, and these Special Provisions. Periodic compaction tests will be required throughout trench backfill operations. It is the responsibility of the Contractor to give 48-hours notice to the Engineer that backfill testing will be needed at the site prior to the backfill operations being performed by the Contractor. If the Engineer is not notified, then areas of backfill may have to be removed and recompacted without additional compensation.

Any surplus pipe remaining after installation is complete shall become the property of the Contractor and shall be disposed in accordance with Section 401, "Removal". Surplus materials from trench excavation and backfill shall be placed at the designated stockpile areas within the Contractor's staging area.

306-12.3 Mechanically Compacted Backfill. To the "Greenbook", ADD the following:

Compaction equipment or methods which may cause excessive displacement or may damage structures, such as sleeve tapers or other drop-weight type equipment, shall not be used.

306-15.1 General. To the "WHITEBOOK", ADD the following:

3. Polyvinyl Chloride (PVC) Pipe - Payment for "PVC (8 Inch)", shall be at the contract unit price per Linear Foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including open trench operations, excavation, disposal, furnishing and laying pipe, sealants, bends, connections, bedding, pipe zone material, backfill (including imported backfill), removal of unsuitable material from native backfill, compacting, bracing and protecting existing utilities, and for doing all work involved in Installing the pipe, complete in place, as shown on the Plans and Standard Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.
4. Polyvinyl Chloride (PVC) Utility Sleeve, Schedule 80 - Payment for "PVC Utility Sleeve (4 Inch)" shall be at the contract unit price per Linear Foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including open trench operations, excavation, disposal, furnishing and laying pipe / conduit, sealants, bends, connections, bedding, pipe zone material, backfill (including imported backfill), removal of unsuitable material from native backfill, compacting, bracing and protecting existing utilities, and for doing all work involved in installing the sleeve, complete in place, as shown on the Plans and Standard Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.
5. Reinforced Concrete Pipe (RCP) Storm Drain (D-2600) – Deep Elevation - Payment for " 18 Inch RCP Storm Drain (2600 -D)" shall be at the contract unit price per Linear Foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including open trench operations, excavation, disposal, furnishing and laying pipe, water-tight gaskets, connections, bedding, pipe zone material, backfill (including imported backfill), removal of unsuitable material from native backfill, compacting, bracing and protecting existing utilities, and for doing all work involved in Installing the pipe, complete in place, as shown on the Plans and Standard Plans, as specified

in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Payment for water meter boxes and meter box lids shall be included in the Bid item for "Water Services" unless a Bid item for each "Meter Box" has been provided. Payment shall include any additional adjustment to place the box around the meter to ensure the valve is accessible and operating properly (including adjusting the water service pipe beyond the meter box).

SECTION 318 – MISCELLANEOUS CONSTRUCTION

ADD:

318-1 BIOFILTRATION BASIN.

318-1.1 General. The Biofiltration Basin shall be constructed according to the Standard Specifications, these Special Provisions, the Plan details and agency water quality standards.

318-1.2 Measurement and Payment. Excavation, subgrade preparation, backfill, compaction, and all other necessary earthwork for the construction of the Biofiltration Basin shall be included in the cost of the Biofiltration Basin Contract unit price item and shall not be part of the Unclassified Excavation quantity.

Biofiltration Basin - Payment for "Biofiltration Basin" shall be at the contract unit price per Square Foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved for constructing the biofiltration basin, complete in place, as shown on the Details, Plans and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Full compensation for constructing the Biofiltration Basin shall include grading, excavation, backfill, compaction, subgrade preparation, mulch, riprap (energy dissipation pad), engineered soil media, filter course, reservoir layer, PVC perforated pipe, concrete liner, concrete box with reinforcement, metal grate, other appurtenances, and all other work to complete in place, and no additional compensation will be allowed therefor.

318-2 ADJACENT COMPACT TREE WELL.

318-2.1 General. The Adjacent Compact Tree Well shall be constructed according to the Standard Specifications, these Special Provisions, the Plan details and agency water quality standards.

318-2.2 Measurement and Payment. Excavation, subgrade preparation, backfill, compaction, and all other necessary earthwork for the construction of the Adjacent Compact Tree Well shall be included in the cost of the Adjacent Compact Tree Well Contract unit price item and shall not be part of the Unclassified Excavation quantity.

Adjacent Compact Tree Well - Payment for "Adjacent Compact Tree Well" shall be at the contract unit price per Each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved for constructing the water quality swale, complete in place, as shown on the Details, Plans and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Full compensation for constructing the Adjacent Compact Tree Well shall include grading,

excavation, backfill, compaction, subgrade preparation, mulch, riprap (energy dissipation pad), engineered soil media, filter course, plastic liner, PVC perforated pipe, breather tube, root barrier, metal grate, other appurtenances, and all other work to complete in place, and no additional compensation will be allowed therefor.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

- g) Refer to **Appendix K - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-4 RELOCATION. To the “GREENBOOK”, ADD the following:

Notify Utility prior to excavating within 10 feet of utility facilities.

The construction schedule will need to account for utility relocation activities. You must coordinate with the utility companies for the relocations. Details regarding the utilities and type of work are described in detail in the table below for work shown on plan sheets **41274-04-D** through **41274-09-D**.

Utility	Contact	Lead Time	Work Window	Stage of construction prior to utility work	Type of work to be conducted by utilities
SDG&E Electrical	Shaun McMahon SMcMahon@sdge.com 619-681-4340	8 weeks	2 weeks	Sidewalk installation	Adjust three (3) vault covers to new grade Adjust eight (8) pull box covers to new grade
			8 weeks	Sidewalk subgrade	Relocate three (3) underground electrical lines
SDG&E Gas	Vincent Vargas Vvargas@sdge.com 619-214-2961	8 weeks	2 weeks	Sidewalk installation	Adjust nine (9) gas meter covers to new grade Adjust two (2) gas valve covers to new grade
			8 weeks	Sidewalk subgrade	Relocate two (2) underground gas lines
MTS	Peter Casellini Peter.Casellini@sdmts.com 619-446-4951	8 weeks	2 weeks	Sidewalk subgrade	Remove four (4) bus stop signs
AT&T	Kristy McClaskey km2398@att.com 760-489-3115	4 weeks	4 weeks	Sidewalk installation	Adjust eight (8) manhole covers to new grade
Crown Castle	John Scott john.scott@crowncastle.com 619-634-8562	4 weeks	4 weeks	Sidewalk installation	Adjust one (1) handhole cover to new grade
Cox Communications	Robert Mote natlconsttraffictmgmtteam@cox.com	4 weeks	4 weeks	Sidewalk installation	Adjust one (1) pull box cover to new grade

Utility	Contact	Lead Time	Work Window	Stage of construction prior to utility work	Type of work to be conducted by utilities
	619-592-4018				
USPS	Dranreb Lumanlan Dranreb.R.Lumanlan@usps.gov 858-674-0556	4 weeks	2 weeks	Sidewalk subgrade	Relocate three (3) collection boxes
City Heights Business Association	Enrique Gandarilla enriqueg@cityheightsb.org 619-906-4443	8 weeks	2 weeks	Sidewalk subgrade	Remove and relocate two (2) bus shelters Remove and salvage two (2) bus shelters Remove and relocate eleven (11) trash cans
Union Bank Apartment Contractor	Kevin Jones kjones@suncountrybuilders.net	8 weeks	8 weeks	Sidewalk subgrade	Install sidewalk pavers

402-6 COOPERATION. To the “GREENBOOK”, ADD the following:

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

402-7.2 Pipe Separations. To the “WHITEBOOK”, item 1, subsection “a”, DELETE in its entirety and SUBSTITUTE with the following:

- a) You shall notify the Engineer immediately if:
 - i. 1 foot (0.3 m) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - ii. 10 feet (3.0 m) horizontal separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - iii. 6 inches (152.4 mm) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between utilities other than sewer and water mains cannot be maintained.
 - iv. 3 feet (0.9 m) or more of cover over the top of the water main cannot be maintained.
 - v. 5 feet (1.5 m) or more of cover over the top of the recycled water main cannot be maintained.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-5 MEASUREMENT AND PAYMENT. To the “WHITEBOOK”, ADD the following:

4. The payment for adjusting each existing water meter frame and lid to grade, preparation of subgrade, removal and replacement of DG and other improvements, and all other necessary items to complete the Work shall be included in the Bid item for “Adjust Existing Water Meter Frame and Cover to Grade” and will be paid for at the contract unit price of Each.
5. The payment for adjusting each sewer cleanout frame and cover to grade, preparation of subgrade, removal and replacement of DG and other improvements, and all other necessary items to complete the Work shall be included in the Bid item for “Adjust Existing Sewer Cleanout Frame and Cover to Grade” and will be paid for at the contract unit price of Each.

SECTION 600 - ACCESS

600-1 GENERAL. To the “WHITEBOOK”, item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. You shall notify Environmental Services Department via email (trash@sandiego.gov) of street closures affecting the regular scheduled solid waste collection at least 3 Working Days prior to the street closure. Include your business name and phone number, days of closure, time of scheduled closure, and date of anticipated street reopening in the notification.
 - a) You shall verify waste collection schedules via the Environmental Services website at:
<http://www.sandiego.gov/environmental-services/collection/index.shtml>
 - b) You shall comply with the following requirements for trash, recycling, and yard waste collection:
 - i. Provide advance written notice to every property affected by blocked public right of way.
 - ii. Coordinate the relocation of trash, recycling, and yard waste containers to an accessible public street for the City's waste collection crews on collection day.
 - iii. When necessary, relocate the containers from the blocked streets to the accessible public right of way before the City's collection vehicles arrive to assist with collection on existing schedules. Return the containers to their point of origin to ensure the accuracy of inventory assignment by address.
 - c) 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.

600-2 VEHICULAR ACCESS. To the "WHITEBOOK", ADD the following:

5. Contractor shall notify business owners at least 2 weeks in advance of any work adjacent to the business. Business hours vary from business to business. For driveway removal and replacement, if a business has multiple driveways, Contractor shall schedule work so that at least 1 driveway is available for vehicular access. For any business with only 1 driveway, Contractor shall coordinate with each business and arrange for a method of construction that minimizes any impact to the business. Potential solutions could include, but are not limited to, staging the work in phases so that access can be maintained and scheduling work outside of normal business days/hours. Contractor may propose to use a special concrete mix design in accordance with 201-1 to obtain an early increase in strength such that access can be restored within 24 hours.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE ZONES

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. 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 slurry sealing. 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", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. 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

700-3.1 Controller Assemblies. To the “WHITEBOOK”, item 1, table 700-3.1, “Controller Assembly”, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 700-3.1 Controller Assembly

Model 332L Cabinet	Model 336 Cabinet	Model 337 Cabinet	Description
1	1	1	Model 170E controller unit* with Model 412C system memory module and Power Distribution Assembly #2 (PDA #2)
1	1	1	Aluminum cabinet wired for and including the necessary accessories for full operation except as noted
1	1	1	2010ECLip Conflict Monitor Unit
4	2	2	Model 242 two-channel isolator
12	12	6	Model 200 switch pack
1	1	1	Model 27256 programming chip (blank)
1	1	1	Model 404 Modem w/harness
16	8	4	Model 222 two-channel loop detector sensor unit

700-5.1 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”, ADD the following:

4. Chain links shall be Grade 30 or stronger

SECTION 701 – CONSTRUCTION

701-2 PAYMENT. To the “WHITEBOOK”, ADD the following:

6. Payment for “Rectangular Rapid Flashing Beacon System” shall be paid for at the contract unit price per Lump Sum and shall include full compensation for furnishing and installing rectangular rapid flashing beacon system, the type 1-A pole and foundation, the conduit from the adjacent pull box into the pole foundation, the W11-2 sign and W16-7P sign, the push button, trenching, and all other necessary items to complete the Work as shown on the Plans and Standard Plans, and as directed by the Engineer and no additional compensation will be allowed therefor.

7. Payment for "HAWK Signal System" shall be paid for at the contract unit price per Lump Sum shall include, and not be limited to, the payment for furnishing and installing the 12" SV-1-T and 12" MAS vehicular signal heads and frames onto a traffic signal pole or its traffic signal mast arm, type III meter pedestals with foundation, pull boxes, the wiring of the equipment back to the controller cabinet, trenching, and all other necessary items to complete the Work as shown on the Plans and Standard Plans, and as directed by the Engineer and no additional compensation will be allowed therefor.
8. The Lump Sum Bid item for "Handling and Disposal of Lead Containing Materials" shall include, and not be limited to, the handling and disposal of all lead containing materials as specified in the Plans and Specifications and shall be in accordance with the "Lead Containing Materials Abatement Specification for University Avenue Complete Streets Improvements Lighting Upgrades" in **Appendix M**.
9. Payment for "Adjust Existing Pull Box to Grade" shall be paid for at the contract unit price per Each and shall include the full compensation for adjusting each existing pull box frame and lid to grade, preparation of subgrade, removal and replacement of DG and other improvements, and all other necessary items to complete the Work as shown on the Plans and Standard Plans, and as directed by the Engineer and no additional compensation will be allowed therefor.

SECTION 800 - MATERIALS

800-1.1.2 Class "A" Topsoil. To the "WHITEBOOK", item 4, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e) The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor's Name
 - iv. Source of Material and Supplier's Name
 - v. Estimate of Quantity Needed in Cubic Yards
 - vi. Soil Gradation
 - vii. Fertility
 - viii. Heavy Metals
 - ix. Soil Permeability in Inches per Hour
 - x. Toxic Elements
 - xi. Chloride Content
 - xii. pH
 - xiii. EcE (electrical conductivity)
 - xiv. SAR (Sodium Absorption Ratio)

- xv. Organic Content by Dry Weight
- xvi. Carbon : Nitrogen Ratio
- xvii. Water-soluble Nutrient Levels
- xviii. Recommendations for adding amendments, chemical corrections, or both.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The topsoil shall conform to the following agricultural suitability requirements:

pH	6.0 – 7.5
Ece (electrical conductivity)	0.0 – 3.0
SAR (Sodium Absorption Ratio)	0.0– 5.0
Chloride Content	Less than 150 ppm
Boron Content	Less than 1 ppm
Organic Content	3% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer that 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction

* Per USDA Classification Scheme.

** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

800-1.7 Tree Grates. To the "WHITEBOOK," ADD the following:

Tree grates shall be as specified on the plans.

Quality Assurance:

1. Product shall meet ASTM A48 - Standard Specification for Gray Iron Castings and ASTM A536 - Standard Specification for Ductile Iron Castings.
2. Installer Qualifications: Minimum 2-year experience installing similar products.
3. Mockups: Verify selections made under sample submittals, demonstrate quality standards for materials and execution.

- a. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

800-2.4.1.5 Drip Emitter. To the "WHITEBOOK," DELETE in its entirety and SUBSTITUTE with the following:

Drip emitter shall have an internal check valve, have a pressure compensating range of 14.5 to 58 psi and operate at the maximum pressure of 60 psi. Emitter can be installed on-surface or subsurface, regulate flow and provide continuous self-cleaning action during operations. The emitter shall have one barbed outlet port that will securely retains 0.160" x 0.220" microtubing (by Manufacturer). Emitter shall be inserted directly into ¾" diameter polyethylene blank tubing.

800-2.4.1.6 Drip Tubing. To the "WHITEBOOK," DELETE no. 2 in its entirety and SUBSTITUTE with the following:

2. Tubing shall conform to the following:
 - a. .160" x .220" micro tubing designed for use with specified emitter.
 - b. Wall thickness 0.06"
 - c. 60 psi rating

SECTION 801 - INSTALLATION

ADD:

801-6.1 Guarantee. All trees installed under the Contract shall be guaranteed to live and grow for two (2) years from the date of final acceptance of the Work unless decline of the tree is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

All other plant material shall be guaranteed to live and grow for a period of 90 calendar days from the date of final acceptance of the Work unless decline of the plant material is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

Any plant material found to be dead, missing, or in poor condition during the maintenance and establishment period shall be replaced immediately at the Contractor's expense. The City Engineer shall be the sole judge as to the condition of the material. Replacement shall be made to the same specifications required for the original plantings.

During the guarantee period, should the Contractor fail to expeditiously replace dead plant material upon written notification by the City Engineer, the City shall cause the work to be corrected and bill the actual costs incurred to the Contractor.

801-9 PAYMENT. To the "WHITEBOOK", ADD the following:

4. Planting - Payment for "Planting", including the trees, shall be at the contract Lump Sum price shown in the Bid and shall include full compensation for furnishing all labor, tools, materials, equipment, and work involved including, but not be limited to soil preparation, fertilizers, amendments, weed control, finish grading, soil testing, backfill materials, furnishing and installing plant

materials, root barriers, stabilized decomposed granite areas, edging, mulch, cleanup, plant establishment period work, and tree guarantee.

5. Irrigation System - Payment for "Irrigation System" shall be at the contract Lump Sum price shown in the Bid and shall include full compensation for furnishing all labor, tools, materials, equipment, and work involved including, but not be limited to, pipes, sleeves, fittings, sprinklers, valves, automatic control valves, controllers, valve boxes, drain valves, hose bib valves, operating wrenches, riser assemblies, fertilizer injection system, trenching, direct burial wires, electrical connections, wiring and other appurtenances, existing water meter connection, new water meters, backflow preventers, connections, coordination, testing, cleanup, and adjustments necessary for a complete operating system, ready for immediate use upon completion.
6. The payment for costs associated with City of San Diego Public Utilities Department water meter capacity fees shall be included in the Allowance bid item for "City of SD Water Meter Capacity Fee (3/4" @ 1 EDU) (EOC Type I)".
7. The payment for costs associated with San Diego Water Authority Capacity charges shall be included in the Allowance bid item for "San Diego County Water Authority Capacity Charge (EOC Type I)".

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

802-4 **Payment.** To the "WHITEBOOK", item 1, subitem "e", DELETE in its entirety and SUBSTITUTE with the following:

- e) The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long-Term Maintenance and Monitoring Agreement (LTMMA) included in the Contract Documents includes payment for furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "32-Month Long-term Maintenance and Monitoring Program", unless otherwise specified.

SECTION 900 – MATERIALS

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.

- 900-2.3 Payment.** To the "WHITEBOOK", ADD the following:
4. The payment for costs associated with City Forces charges shall be included in the Allowance bid item for "Wet Tap Fee (Performed by City Forces) (EOC Type 1)".

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- 1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
Based on a preliminary assessment by the City, this Contract is subject to **SWPPP**.
- 1001-2.10 BMP Inspection, Maintenance, and Repair.** To the "WHITEBOOK", ADD the following:
5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix L - SWPPP Construction BMP Maintenance Log**.
- 1001-3.7 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.

SECTION 1002 – PERMANENT BEST MANAGEMENT PRACTICES (BMPs)

- 1002-7 BIORETENTION SOIL MEDIA (BSM).**
- 1002-7.1 General.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.2 Sand for Bioretention Soil Media.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.3 Compost.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.4 Alternative Mix Components and Proportions.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.5 Whole BSM Testing Requirements and Criteria.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.6 BSM Agricultural Suitability.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.7 BSM Chemical Suitability.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.8 BSM Hydraulic Suitability.** To the "WHITEBOOK", DELETE in its entirety.
- 1002-7.11 Measurement and Payment.** To the "WHITEBOOK", DELETE in its entirety.
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

NEPA REVALIDATION, CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM AND CEQA NOTICE OF EXEMPTION

NEPA/CEQA RE-VALIDATION FORM

DIST./CO./RTE.	City of San Diego
PM/PM	NA
E.A. or Fed-Aid Project No.	HSIPL 5004 (207)
Other Project No. (specify)	NA
PROJECT TITLE	NA
ENVIRONMENTAL APPROVAL TYPE	CE
DATE APPROVED	7/12/19
REASON FOR CONSULTATION (23 CFR 771.129)	<p>Check reason for consultation:</p> <p><input checked="" type="checkbox"/> Project proceeding to next major federal approval</p> <p><input type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements</p> <p><input type="checkbox"/> 3-year timeline (EIS only)</p> <p><input type="checkbox"/> N/A (Re-Validation for CEQA only)</p>
DESCRIPTION OF CHANGED CONDITIONS	Briefly describe the changed conditions or new information on page 2. Append continuation sheet(s) as necessary. Include a revised Environmental Commitments Record (ECR) when applicable.

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- The original environmental document or CE remains valid. No further documentation will be prepared.
- The original environmental document or CE is in need of updating; further documentation has been prepared and is included on the continuation sheet(s) or is attached. With this additional documentation, the original ED or CE remains valid.
 - Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
- The original document or CE is no longer valid.
 - Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
 - Supplemental environmental document is needed. Yes No
 - New environmental document is needed. Yes No (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Kevin Hovey
Signature: Environmental Branch Chief

8/12/20
Date

Bing Liu DLAE
Signature: Project Manager/DLAE

8/12/2020
Date

CEQA CONCLUSION: (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be prepared and is included on the continuation sheets or will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR)
- The CE is no longer valid. New CE is needed. Yes No

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

Signature: Environmental Branch Chief

Date

Signature: Project Manager/DLAE

Date

CONTINUATION SHEET(S)

Address only changes or new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., scope change; a new alternative; change in project alignment

None.

Changes in environmental setting, e.g., new development affecting traffic or air quality;

None.

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

None.

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

None.

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

None.

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

None.

NEPA/CEQA RE-VALIDATION FORM
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

City of San Diego	NA	NA	HSIPL-5004(207)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)

The City of San Diego proposes to install safety improvements to University Avenue between Fairmount Avenue and Euclid Avenue. Sidewalks will be widened; medians with pedestrian crossings installed; and two existing, signalized intersections will be replaced by roundabouts. No new right-of-way is required.

CALTRANS CEQA DETERMINATION (Check one)

Not Applicable – Caltrans is not the CEQA Lead Agency **Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA**

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Categorically Exempt Class . (PRC 21084; 14 CCR 15300 et seq.)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply:

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

Exempt by General Rule. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)]

Print Name: Senior Environmental Planner or Environmental Branch Chief	Print Name: Project Manager
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Signature	Date	Signature	Date
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NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- 23 CFR 771.117(c): activity (c)(3)**
- 23 CFR 771.117(d): activity (d)()**
- Activity listed in Appendix A of the MOU between FHWA and the State**

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

Kevin Hovey	for <u>Bryan Ott</u> Bing Luu
Print Name: Senior Environmental Planner or Environmental Branch Chief	Print Name: Project Manager/DLA Engineer

	7/12/19		7/12/19
Signature	Date	Signature	Date

Date of Categorical Exclusion Checklist completion: 7/12/19 Date of ECR or equivalent: 7/12/19

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

NEPA/CEQA RE-VALIDATION FORM
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

City of San Diego	NA	NA	HSIPL-5004(207)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

Environmental Commitments

An Aerially Deposited Lead Study will be prepared prior to construction. The Study must be submitted to Caltrans for review and approval. The ISA recommended the following laboratory tests and they will be the ones employed: total lead by USEPA Method 6010B; soluble lead by CA-WET test; toxicity characteristic leaching procedure by USEPA Method 1311; and pH by USEPA Method 9045D.

NEPA/CEQA RE-VALIDATION FORM
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: University Avenue (Fairmount Avenue to Euclid Avenue) Complete Streets

Project No. / WBS No.: S-18001.02.06

Project Location-Specific: The project is located along University Avenue, between Fairmount Avenue and Euclid Avenue, within the Mid-City: City Heights Community Planning Area, Council District 9.

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

Description of nature and purpose of the Project: The University Avenue (Fairmount Avenue to Euclid Avenue) Complete Streets Project (Project) proposes to improve the subject traffic corridor as part of a City-wide initiative (Vision Zero) to reduce traffic accidents, especially those involving pedestrians. The Project will remove traffic signals at the following intersections: University Avenue and Highland Avenue; and University Avenue and Chamoune Avenue. Roundabouts will be installed at the intersections of University Avenue and Highland Avenue; University Avenue and Chamoune Avenue; and University Avenue and Menlo Avenue. Raised medians will be installed along University Avenue from Highland Avenue to Menlo Avenue with pedestrian crossing refuges at the intersections of 44th Street, 45th Street, and 46th Street. The Project will result in a net gain of three additional parking spaces within the Project area once parallel parking spaces on Chamoune Avenue are converted to angled parking spaces. Widened sidewalks throughout the Project area will accommodate Green Street elements from the City's Storm Water Standards including street trees and bioretention basins. Drainage improvements along University Avenue, including the installation of an 18-inch diameter reinforced concrete pipe (RCP) storm drain from Highland Avenue to 47th Street, will also be constructed as part of this Project.

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:

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

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301 [Existing Facilities] which allows for the minor alteration of existing public facilities including highways and

Revised May 2016

NEPA/CEQA RE-VALIDATION FORM

streets involving negligible or no expansion of existing or former use; 15302 [Replacement or Reconstruction] which allows for the reconstruction of existing facilities; and 15303 [New Construction or Conversion of Small Structures] which allows for limited numbers of new, small facilities or structures; and where the exceptions listed in Section 15300.2 would not apply.

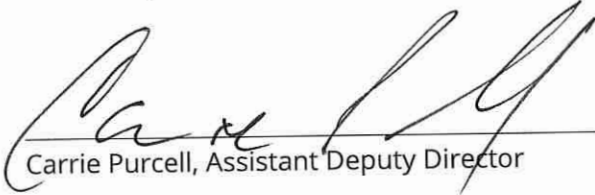
Lead Agency Contact Person: Jerry Jakubauskas

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

September 17, 2019
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
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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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.) <u>Zip:</u>	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="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE



APPENDIX E
LOCATION MAP

University Avenue Complete Street Phase 1

SENIOR ENGINEER MASTANEH ASHRAFZADEH 619-533-3781	PROJECT MANAGER NAZIE MANSURY 619-533-3754	PROJECT ENGINEER ALBERT CHAO 619-533-4205	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
---	--	---	---



Legend

-  University Avenue Complete Street Phase 1
-  Proposed Roundabout

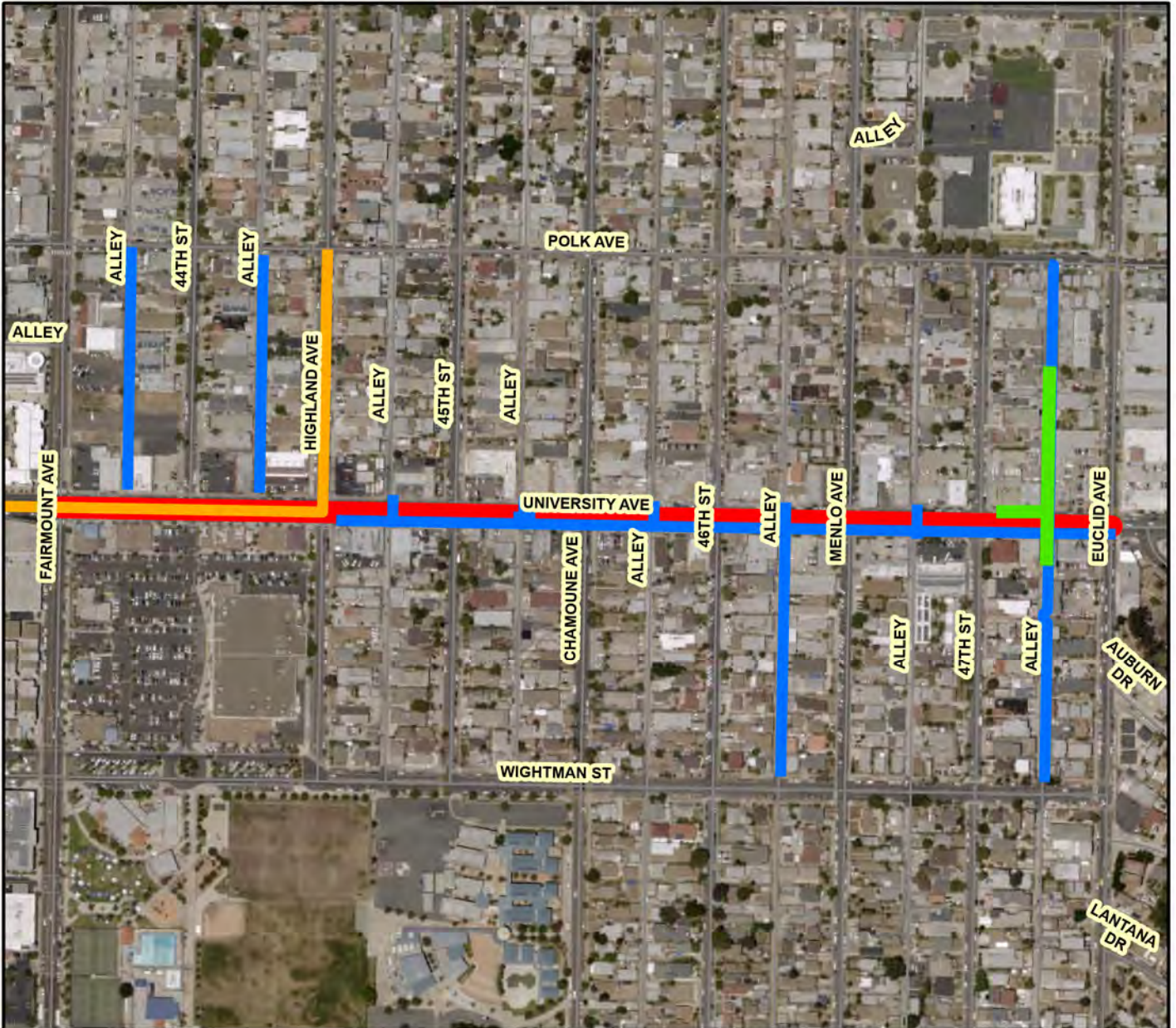
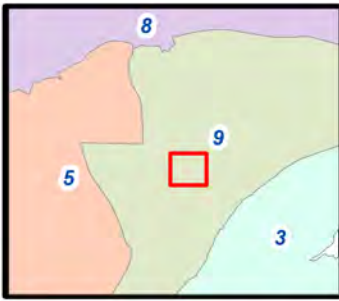


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APPENDIX F
ADJACENT PROJECTS MAP

University Avenue Complete Street Phase 1

SENIOR ENGINEER MASTANEH ASHRAFZADEH 619-533-3781	PROJECT MANAGER NAZIE MANSURY 619-533-3754	PROJECT ENGINEER ALBERT CHAO 619-533-4205	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
---	--	---	---



Legend

- █ University Avenue Complete Street Phase1
- █ AC Water & Sewer Group 1044 (S), 619-533-7588
- █ AC Water & Sewer Group 1044 (W), 619-533-7588
- █ Otay 1st/2nd PPL West of Highland Avenue, 619-533-4630



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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: _____

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

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_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed 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	Yes	
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		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	Yes	
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2

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

- 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	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 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 or 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 the notes
- 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 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX I
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____
ADDRESS _____ 24 HRL. 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 (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
D	PHYSICAL STATE CONTAINED <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	QUANTITY RELEASED
D	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
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
F	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
F	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
F	<input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
I	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
I	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
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• 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.

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• 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

APPENDIX K
ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



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



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

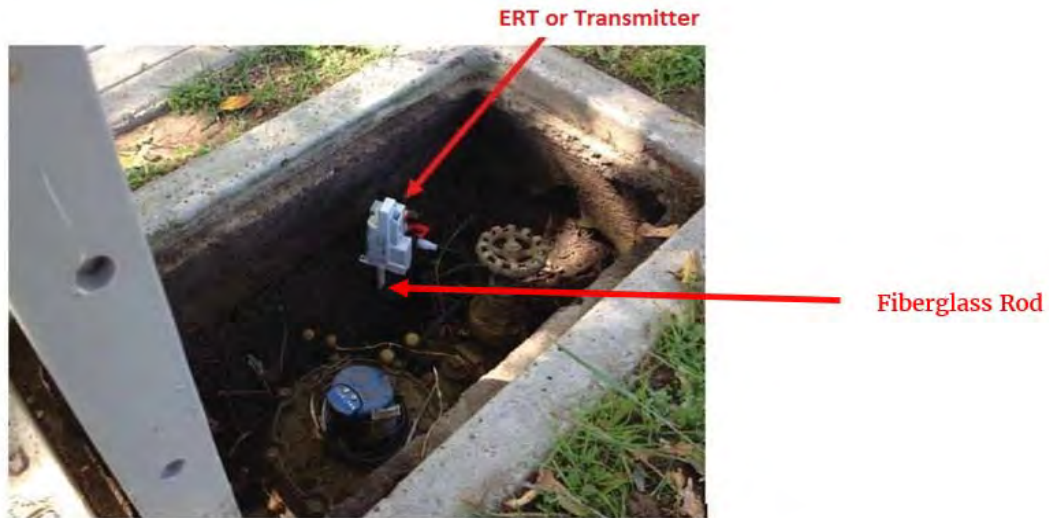


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify 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 L
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 M
LEAD CONTAINING MATERIALS ABATEMENT SPECIFICATION

**LEAD CONTAINING MATERIALS
ABATEMENT SPECIFICATION**

for

**UNIVERSITY AVENUE COMPLETE STREETS IMPROVEMENTS
LIGHTING UPGRADES**

September 3, 2019

Prepared by:



Gil Cortinas
Asbestos & Lead Program Inspector
CDPH IA/PM License# 15758

Reviewed by:



Robert Cox
Asbestos & Lead Program Supervisor
CDPH IA/PM License# 2458

City of San Diego
Environmental Services Department
Disposal & Environmental Protection
Asbestos, Lead & Mold Program
9601 Ridgeway Court, Ste 320
San Diego, CA 92123
Tel: (858) 573-1264
Fax: (858) 492-5089

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I. DEFINITIONS

- A. **ABATEMENT:** Any set of measures designed to permanently eliminate lead-based paint hazards including paint removal, building component removal, or near-permanent enclosure of lead-based paint hazards.
- B. **ABATEMENT CONTRACTOR:** The designated sub-contractor performing the required abatement work outlined in this specification.
- C. **ACCREDITED or ACCREDITATION (when referring to a person or laboratory):** A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. **ACTION LEVEL:** An 8-hour time weighted average (TWA) lead airborne concentration of 30 µg/m³.
- E. **AIR MONITORING:** The process of measuring the lead content of a specific volume of air.
- F. **AUTHORIZED VISITOR:** The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
- G. **BARRIER:** Any surface that seals off the work area to inhibit the movement of dust.
- H. **BREATHING ZONE:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- I. **CONTAINMENT:** A process for protecting both workers and environment by controlling exposures to lead dust and debris created during abatement.
- J. **CONTAMINATE:** Refers to lead-containing dust/debris.
- K. **DEMOLITION:** The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- L. **DISPOSAL BAG:** A properly labeled 6 mil thick leak tight plastic bags used for transporting lead waste from work site to disposal site.
- M. **ENCAPSULATION:** Any covering or coating that acts as a barrier between lead-based paint and the environment and that relies on adhesion and the integrity of the existing paint bonds between layers and with the substrate for its durability.
- N. **ENCLOSURE:** The use of rigid durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the living or work space.

- O. HEPA FILTER: A high Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles greater than 0.3 microns in diameter or larger.
- P. HEPA FILTER VACUUM COLLECTION EQUIPMENT (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining lead.
- Q. HIGH PHOSPHATE DETERGENT: Detergent which contains at least 5% tri sodium phosphate.
- R. LEAD: Means metallic lead, all inorganic lead compounds, and organic lead soaps.
- S. LEAD-BASED PAINT (LBP): For purposes of this project, LBP refers to the materials identified in these specifications as having paint or coatings that contains lead.
- T. LEAD-RELATED CONSTRUCTION SUPERVISOR: Means an individual who is responsible for implementing lead-related construction work and enforcing work practices. This person must have received certification as a lead-related construction Supervisor.
- U. LEAD-RELATED CONSTRUCTION WORK: Means any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of a building, including preparation and cleanup, by disturbing lead-containing material that may result in exposure of individuals to lead.
- V. LEAD-RELATED CONSTRUCTION WORKER: Means any individual who performs lead-related construction work in a building under the direction of lead-related construction Supervisor and has received certification as a lead-related construction Worker.
- W. OWNER: Refers to the City of San Diego
- X. PAINT FILM STABILIZATION: The process of using wet scraping, priming, and repainting a deteriorated lead-based paint film in a dwelling including clean-up and clearance.
- Y. PAINT REMOVAL: A strategy of abatement which entails removing lead-based paint from surfaces of components using chemicals, heat guns below 11000F, and certain contained abrasive methods but not open flame burning, open abrasive blasting, sandblasting, water blasting, extensive dry scraping, or methylene chloride removers.
- Z. PERMISSIBLE EXPOSURE LIMIT (PEL): An 8-hour TWA lead airborne concentration of 50 µg/m³.
- AA. PERSONAL MONITORING: Sampling of contaminant concentrations within the breathing zone of an employee.
- BB. PROJECT MONITOR: City of San Diego Asbestos & Lead Management Program staff or their designated consultant.

- CC. PROTECTION FACTOR: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- DD. RRP: EPA's Renovation, Repair and Painting certification that requires contractor training and lead-safe work practices when performing renovation type activities in housing built prior to 1978.
- EE. REPLACEMENT: A strategy of abatement which entails the removal of components such as windows, doors, and trim that have lead painted surfaces and installing new components free of lead paint.
- FF. RESPIRATOR: A device designed to protect the wearer from the inhalation of harmful contaminants.
- GG. TESTING LABORATORIES: A "testing laboratory" is an entity engaged to perform specific inspections or tests, either at the project site or elsewhere, to report on, and, if required, to interpret results of, those inspections or tests.
- HH. TIME-WEIGHTED AVERAGE (TWA): The average concentration of a contaminant in air during a specific time period.
- II. TRIGGER TASKS: Work tasks that require an employer to assume specified employee exposures until the employer has performed an exposure assessment [see T8CCr, 1532.1 (d) (2)].
- JJ. WET CLEANING: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of appropriately.
- KK. WORK AREA: The area where abatement work operations are performed which is defined and/or isolated to prevent the spread of contamination, and entry by unauthorized personnel.

II. GENERAL REQUIREMENTS

A. DESCRIPTION OF WORK

1. ABATEMENT CONTRACTOR shall supply all labor, transportation, material, apparatus, and equipment for the removal, and disposal of lead containing materials to be impacted as a result of this project, as identified in Appendix C of this section.
2. Stabilize any loose and flaking paint and remove any visible paint chips in the surrounding areas prior to the removal of the street light poles.
3. Lead activities shall be completed in a demarcated work area and access restricted to certified personnel only.

4. When performing work, plastic sheeting (6 mil polyethylene sheeting) must extend a minimum of 10 feet away from the light poles. If surrounding obstructions or circumstances do not allow the Contractor to establish the minimum work containment area, then the must take step to eliminate paint chips from migrating outside of the work area. This may require the use of a vertical containment.

5. HEPA vacuums must be present and in use to minimize any dust and debris migration. All painted surface must be adequately wetted throughout the removal process.

6. ABATEMENT CONTRACTOR shall be responsible for ensuring the surrounding areas will not be contaminated with lead containing materials during work and shall be responsible for any clean-up determined necessary by City of San Diego's PROJECT MONITOR.

7. Before submitting his/her bid, the ABATEMENT CONTRACTOR shall visit the project site and verify the location of the lead containing materials that will be removed under the terms and conditions of the contract and this specification.

8. All paint chips collected must be stored in sealable drum containers (not in bags).

9. Abatement work shall be performed within agreed upon hours submitted prior to project start which will not include designated City holidays.

10. Before the beginning of abatement work the ABATEMENT CONTRACTOR shall hold a safety construction meeting with all abatement supervisors, workers, and other contractors on-site that provides an overview of the accepted work plan, decontamination procedures specific to this project (decontamination procedures shall be on paper with copies for all present), and disposal plan for this project. Meeting shall include the PROJECT MONITOR and any other designated City representative.

B. CONTRACTOR USE OF THE PREMISES

1. All site rules and regulations affecting the work should be complied with while engaged in project activities. The existing building should be maintained in a safe condition throughout the abatement activities. The ABATEMENT CONTRACTOR will be responsible for adhering to all applicable building codes and fire safety requirements.

2. All public areas will be kept free of accumulated waste, materials, rubbish, and debris.

C. PROJECT COORDINATION

1. It will be the responsibility of the ABATEMENT CONTRACTOR to coordinate all site activities with the City's Asbestos & Lead Management Program's (ALMP) PROJECT MONITOR including any meetings, surveys, special reports, and site usage limitations.

D. PROJECT SUBMITTALS

The ABATEMENT CONTRACTOR shall not commence any work until approval has been given from the City. The ABATEMENT CONTRACTOR shall submit the following at least 60 days prior to commencement of any lead abatement activities:

1. Lead Abatement Work Plan:
 - a) Submit a detailed job-specific plan that includes:
 - (1) The procedures proposed to comply with the requirements of this specification and all applicable regulations.
 - (2) Detailed drawings that identify the location, size, layout and details of the Work Areas, any equipment, disposal storage, restrooms, and worker decontamination facilities.
 - (3) The sequencing of abatement work and the interface of trades involved in the performance of work. Provide a time line that details each major phase of work activity and anticipated time it will occur.
 - (4) The methods to be used to assure the safety of occupants and visitors to the site.
 - (5) A description of methods to be used to control dispersion of hazardous materials to the interior and exterior of the building.
 - (6) The method of removal to minimize dust generation in the Work Area.
 - b) Work site coordination submittals including:
 - (1) Contingency and Spill Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgement of decontamination or Work Area isolation procedures. Include in plan specific procedures for decontamination or Work Area isolation. Plan should be specific for all types of hazardous materials or situations specific to this work site. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
 - (2) Telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.
2. Notifications:
 - a) If Needed, prior to any abatement activities the ABATEMENT CONTRACTOR must submit a CDPH Form 8551 (Abatement of Lead Hazards Notification) to the Compliance and Enforcement Unit of the CLPPB.

- b) Submit Cal/OSHA pre-job notification for lead-related construction work per Title 8 CCR 1532.1 subsection (p), "Lead-Work Pre-Job Notification".
- c) Permits, notifications, and licenses needed to perform work (including hazardous waste hauler's registration)
- d) Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering Work Area, emergency entry and exit locations, modifications to fire notification or fire-fighting equipment, and other information needed by agencies providing emergency services.
- e) Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this contract or the Contract Sum.
- f) Provide submittal identifying person responsible for responding to project site emergencies twenty-four hours a day, seven days a week.

3. ABATEMENT CONTRACTOR qualifications and personnel information submittals that include but are not limited to:

- a) Provide all staff names, certifications, and experience. Identify their duties and responsibilities on this project. ABATEMENT CONTRACTOR shall have the following minimum levels of qualified supervision on the project site:

(1) General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of lead abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the ABATEMENT CONTRACTOR's representative responsible for compliance with all applicable federal, state and local regulations and guidelines, particularly those relating to lead abatement and hazardous waste. Should, in the opinion of the OWNER, any language barrier exists between the on-site superintendent and the OWNER or PROJECT MONITOR, the ABATEMENT CONTRACTOR shall employ a qualified full-time interpreter or provide a new on-site superintendent at no additional cost to the OWNER. Shall be CDPH certified as a Lead Supervisor.

(2) Foreman: Provide a full time Foreman to directly supervise and direct no more than 10 lead workers. Each Foreman will act as the Competent Person for the workers the foreman is directing. The Foreman has oversight authority over the workers and reports to the General Superintendent. If there are 10 or fewer abatement workers on the project the General Superintendent may fill the Foreman's position. Shall be CDPH certified as a Lead Supervisor.

- (3) Experience and Training: The General Superintendent and foreman shall meet all the training requirements as a Supervisor in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8. They shall also have experience with projects of similar types and sizes.
 - (4) Workers: All abatement workers shall have current certifications as a Lead Worker in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8.
 - (5) Certificate of Worker's Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found in Appendix A of this section, for each worker and supervisor who is to be at the job site or enter the Work Area.
- b) Identify state licensed transporter, disposal location, and associated permits for all hazardous waste.
 - c) Submit respiratory protection information and air monitoring data as per the following:
 - (1) Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 - (2) Respiratory Protection Program: Submit ABATEMENT CONTRACTOR's written respiratory protection program manual as required by 8 CCR 1531 and 5144.
 - (3) Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project.
 - (4) Copies of current respirator fit test: Fit tests must be performed annually.
 - d) Submit doctor's report from medical examination conducted within the last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, the following for each worker:
 - (1) Name and Social Security Number
 - (2) Copies of Blood Lead Levels and Zinc Protoporphyrin tests
 - (3) Physicians Written Opinion from examining physician including at a minimum the following:
 - (a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to lead. Any recommended limitations on the worker or on

the use of personal protective equipment such as respirators.

(b) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from lead exposure.

e) Submit a notarized certification, signed by an officer of the ABATEMENT CONTRACTOR firm that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 8 CCR 1529.

f) Identify the laboratory that will be performing the analysis of the personal samples and provide their accreditation. Also discuss the method by which the ABATEMENT CONTRACTOR will provide the analytical results to the PROJECT MONITOR within 24 hours of sampling completion.

4. Submit the following during and at the completion of the work

a) Copies of all Waste Shipment Records

b) Copies of all air monitoring results within 24 hours

5. At the end of a project, the ABATEMENT CONTRACTOR shall submit the following to the PROJECT MONITOR:

a) Personal Air Sample Results

b) Copies of Project Daily Logs

c) Containment Entry/Exit Logs

d) Waste Disposal Documentation

e) Certificate of Visual Inspection

E. SCHEDULES AND REPORTS

1. Prior to each phase of project, the ABATEMENT CONTRACTOR shall provide the City with a tentative time line which outlines the project schedule. These documents will be reviewed and approved by the City prior to the commencement of work.

F. PRODUCT DATA

1. The ABATEMENT CONTRACTOR shall submit product information that is to be used during the abatement activities prior to commencement of work (i.e., encapsulants). General information required includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade association and testing agencies, and safety data sheets (SDSs).

2. Polyethylene sheet

a) A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and clear, frosted, or black as indicated.

b) Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association

Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and frosted or black as indicated.

c) Reinforced Polyethylene Sheet: Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

3. Tape

a) Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

4. Spray adhesive

a) Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

G. PROJECT CLOSE-OUT

1. Upon completion of work and prior to payment, the PROJECT MONITOR will proceed with an initial inspection of the abatement work area. A Certificate of Visual Inspection (Appendix B) will be signed by both the ABATEMENT CONTRACTOR and PROJECT MONITOR. The ABATEMENT CONTRACTOR will not be paid until the area meets the established project-specific clearance criteria and has submitted the required information.

III. SITE WORK

A. INTRODUCTION

This portion of the specification describes procedures and protocols for abatement activities. The protocols/procedures described hereafter are in accordance with federal/state/local requirements. In the absence of these requirements, the procedure/protocols are based on current industry standards.

B. BACKGROUND INFORMATION

Sampling of building materials has been performed by inspectors from the City's Asbestos, Lead & Lead Mold Program (ALMP) and has been provided in Appendix C of this specification. Testing results for the University Avenue Complete Streets Improvement Project identified the green street light poles, labeled #6 on the E-sheets of the blueprints, in the construction notes as having lead-based paint and is scheduled for removal and disposal. The ABATEMENT CONTRACTOR shall visit the project site and verify the location and quantities of the lead containing materials that will be removed under the terms and conditions of the contract and this specification.

C. GENERAL INFORMATION

1. Potential Hazards

a) The disturbance of lead containing materials may cause exposure to workers and building occupants. All workers, supervisory personnel, subcontractors, and consultants who will be at the job site, need to be apprised of the seriousness of the hazard and of proper work practices which must be followed to minimize exposure. The procedures and methods described herein must be followed and the ABATEMENT CONTRACTOR must comply with all applicable federal/state/local requirements.

2. Stop Work

a) If the PROJECT MONITOR presents a verbal or written stop work order, the ABATEMENT CONTRACTOR shall immediately and automatically stop all work. Recommencement of the work may not begin until authorized by the PROJECT MONITOR.

D. PROJECT ADMINISTRATION

1. Certified Supervisor

The ABATEMENT CONTRACTOR needs to provide a full-time lead abatement supervisor who is experienced in administration and supervision of lead abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This supervisor must have a current CDPH Lead Supervisor certificate. This person will act as the competent person on the job.

In addition, all employees working on the project must have current CDPH Lead Worker certification.

2. SPECIAL REPORTS

a) Reporting Unusual Events

When an event of unusual and significant nature occurs at the site (e.g., a spill of lead debris, failure of special equipment used to contain lead), the ABATEMENT CONTRACTOR shall prepare and submit a special report listing the chain of events, persons participating, response by Contractor's personnel, evaluation of results, and other pertinent information.

b) Reporting Accidents

The ABATEMENT CONTRACTOR shall prepare and submit reports of significant accidents at the subject site. Pertinent data and actions need to be recorded. In addition, response actions should comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury or potential environmental contamination.

3. COMPLIANCE WITH CODES AND REGULATIONS

Except to the extent that more explicit, or more stringent requirements are written directly into this Abatement Contract/Specification, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

The ABATEMENT CONTRACTOR will assume full responsibility and liability for the compliance with all applicable federal/state/local regulations pertaining to work practices, protection of workers, and visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal of waste. The ABATEMENT CONTRACTOR shall hold the City and its representative harmless for the ABATEMENT CONTRACTOR's failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of itself, its employees, or its subcontractors,

State requirements which govern lead hazard control activities or hauling, and disposal of hazardous waste include, but are not limited to, the following:

- (1) California Occupational Safety and Health Administration (Cal/OSHA):
 - (a) Division of Industrial Safety; Chapter 4
 - (b) 8CCR, Section 1532.1, Lead in Construction
 - (c) 8CCR, Section 5194, Hazard Communication Standard
 - (d) 8CCR, Section 1531, Construction Respiratory Protection Standard
 - (e) 8CCR, Section 1514, Construction Personal Protective Equipment
 - (f) 8CCR, Section 1509, Construction Injury Illness Prevention Program
 - (g) 8CCR, Section 6003-4, Accident Prevention Signs and Tags
 - (h) 8CCR, Section 3204, Access to Employee Exposure Medical Records
- (2) California Environmental Protection Agency (Cal/EPA):
 - (a) 22CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.
- (3) California Department of Public Health (CDPH):
 - (a) 17CCR, Division 1, Chapter 8, Accreditation of training providers and interim certification of individuals engaged in lead-related construction work.

b) Federal requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

- (1) Federal Environmental Protection Agency (FED/EPA):
 - (a) Hazardous Waste Standards, 40 Code of Federal Regulations (CFR), Part 261
 - (b) EPA Renovate, Repair, Painting (RRP), 40 CFR 745, Subpart E.
- (2) U.S. Department of Transportation (DOT):
 - (a) Hazardous Substances, 49CFR, Parts 171 through 180
- (3) American National Standards Institute, Inc. (ANSI):
 - (a) Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust
 - (b) Z88.2-80 Practices of Respiratory Protection
- (4) Department of Housing and Urban Development (HUD):
 - (a) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (most current draft or final copy)

c) In addition, the ABATEMENT CONTRACTOR must comply with any applicable regulations promulgated as a result of Title X, the Residential Lead Based Paint Hazard Reduction Act and Title IV, Lead Exposure Reduction Act.

d) Local requirements which govern lead hazard control activities include, but are not limited to, the following:

- (1) Air Pollution Control District (APCD) - San Diego County
 - (a) APCD Rules and Regulations, Rule 51 (Public Nuisance), Rule 10-11 (permitting of equipment)
- (2) San Diego Municipal Code §54.1001 etc. seq.
 - (a) Prevents, identifies and remedies lead hazards within the City of San Diego

E. PERMITS AND LICENSES

The ABATEMENT CONTRACTOR shall submit to the City in the bid submittal any permits or licenses necessary to carry out this work.

1. Permits

A valid Hazardous Waste Hauler registration is required for transporting any hazardous waste. Certain types of equipment require APCD permits (e.g., abrasive blasters).

2. Licenses

The ABATEMENT CONTRACTOR must be certified by the California Contractors State License Board. The Contractor, or its subcontractor, shall have current licenses, as required by all applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work described in this plan.

F. HEALTH AND SAFETY

This section describes the equipment and procedures required for protecting workers from Lead contamination and other workplace hazards.

1. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work.
2. Training
 - a) ABATEMENT CONTRACTOR workers shall be trained in accordance with 8CCR, Section 1532.1 (lead). In addition, workers and supervisors must be lead-trained and have certification for lead-related work from the California Department of Public Health (CDPH).
 - b) Workers must be provided with initial biological monitoring (blood sampling) if they are occupationally exposed on any day to lead at or above the Action Level (AL). Employees must be provided with biological monitoring and a medical examination if they are occupationally exposed to lead above the action level for more than 30 days in any consecutive 12 month period. Periodic biological monitoring and medical examinations must be performed according to the schedule and criteria specified in T8CCR, Section 1532.1(j). In addition, employees performing “trigger” tasks must be included in biological monitoring and/or medical examinations based on their assumed exposure. In the absence of specific airborne exposure data, medical surveillance will need to be provided for all workers.
 - c) At a minimum, examinations shall meet all requirements as set forth in T8CCR, Section 1532.1. Furthermore, if an employee’s blood levels are at or above 20µg/dl they will not be allowed to work on the project and shall be medically removed until two consecutive blood lead tests show the employee’s blood lead level under 15µg/dl.
 - d) In addition, evaluations of each individual’s ability to work in environments capable of producing heat stress in the worker should be completed. Employees who wear respirators must be medically evaluated.
3. Protective clothing
 - a) Coveralls: Provide disposable “full body” coveralls and disposable head covers, and require that they be worn at all times by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
 - b) Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with lead containing material.

Thoroughly clean, decontaminate and bag boots before removing them from Work Area at the end of the work.

c) **Hard Hats:** Provide head protection (hard hats) as required by OSHA for all workers, and provide 1 spare for use by Owner's Representative, Project Administrator, and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of the type with plastic strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

d) **Goggles:** Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.

e) **Gloves:** Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as lead contaminated waste at the end of the work.

4. Respirators

a) Air Purifying Respirators

(1) **Respirator Bodies:** Provide half face or full face type respirators based upon appropriate protection factor as determined by the ABATEMENT CONTRACTORS competent person. .

(2) **Filter Cartridges:** Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Lead Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

(3) **Non permitted respirators:** Do not use single use, disposable or quarter face respirators.

(4) **Require that respiratory protection be used at all times when there is any possibility of disturbance of lead containing or other hazardous materials whether intentional or accidental.**

(5) **Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne dust until the area has been cleared for re occupancy.**

- (6) Regardless of Airborne Levels: Require that the minimum level of respiratory protection used be a half-face air purifying respirators with high efficiency filters.
 - b) Fit testing
 - (1) Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training. Only allow an individual to use respirators for which training and fit testing has been provided.
 - (2) Upon Each Wearing: Require that each time an air purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).
 - c) Respirator cartridges, disposable coveralls, head covers, and foot covers shall be provided by the ABATEMENT CONTRACTOR for the City of San Diego's Asbestos, Lead & Mold Program's PROJECT MONITOR, and other authorized representatives who may inspect the job site. Provide six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.
5. Materials and Equipment
- a) Only material and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards, may be used.
6. Water Service
- a) The ABATEMENT CONTRACTOR will be able to obtain water services from on-site facilities. The City will designate the facilities from which water service may be obtained.
7. Electrical Services
- a) The ABATEMENT CONTRACTOR will be able to obtain electrical services from on-site facilities. The City will designate the facilities from which electrical services may be obtained. The ABATEMENT CONTRACTOR shall provide their own electrical hook-ups, i.e. spider boxes, ground fault circuit interrupter (GFCI) etc. and installed by a licensed electrician.
 - b) The electrical services need to comply with the applicable NEMA, NECA, and UL standards, and governing regulations for materials and lay-out of temporary electrical services.
8. Sanitary Facilities
- a) The ABATEMENT CONTRACTOR shall provide sanitary facilities on-site if none have been made available by the City.
9. Fire Extinguisher
- a) Applicable recommendations of the National Fire Protection Association (NFPA) Standard 10, "Standard for Portable Fire Extinguishers," must be complied with by the Contractor. Fire extinguishers need to be located where they are most convenient and

effective for their intended purpose, but not less than one (1) extinguisher in each work area, the equipment room, outside/work areas, and in the clean room.

10. First Aid

a) The ABATEMENT CONTRACTOR will need to provide first aid supplies which should comply with the governing regulations and recognized recommendations within the construction industry.

G. WORK AREA PROCEDURES

1. General guidelines for performing lead hazard control activities are presented in this section and are based on procedures established by HUD for residential settings. Due to the difference between residential settings and commercial buildings, these procedures will be modified on a case-by-case basis.

2. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.

3. ABATEMENT CONTRACTOR shall secure work area from access by public, staff or users of the area. Accomplish this where possible, by locking doors, gates, or other means of access to the area.

4. Barricade fencing is required for securing an outside area from unauthorized access. Work area delineation shall occur at no less than twelve feet (12') from the radius of the work and/or building. Yellow caution tape shall not be used.

5. All windows, vents, mechanical systems, etc., in close proximity to the abatement area shall be sealed with plastic and tape by the ABATEMENT CONTRACTOR prior to the work beginning.

6. Warning signs for lead shall be posted as per 8CCR, Section 1532.1(m).

7. A visitor entry and exit-log, and an employee daily sign-in log will be maintained throughout the lead hazard control activities. The ABATEMENT CONTRACTOR shall be responsible for the project site security during the operations in order to protect work efforts and equipment.

H. REMOVAL OF LEAD CONTAINING MATERIALS

1. Lead containing materials shall be adequately wetted with water or a removal encapsulant before and during removal process, to reduce dust emission.

2. The ABATEMENT CONTRACTOR should exercise caution in using water, as he will be solely responsible for any water damage to the facility resulting from the work.

3. ABATEMENT CONTRACTOR is responsible for keeping all hazardous debris within the containment area at all times throughout removal. Any interior contamination, if created, is the responsibility of the ABATEMENT CONTRACTOR to clean with no additional cost to this contract.

4. ABATEMENT CONTRACTOR shall ensure there is no loose debris around the Work Area during the removal and if found, ABATEMENT CONTRACTOR shall clean the area immediately.

I. CLEANING

1. Daily cleaning includes removing large and small debris, HEPA vacuuming horizontal surfaces, wet mopping, and then HEPA vacuuming horizontal surfaces, and possible exterior cleaning.
2. Final cleaning must occur no sooner than one (1) hour after lead hazard control activities are finished. All plastic should be misted, cleaned, and folded toward the center to trap any remaining dust. The order of removal should be upper plastic, the first layer of floor plastic, vent and door plastic, the second layer of floor plastic, and finally plastic separating contaminated from non-contaminated areas. Then the entire area should be cleaned using a HEPA vacuum/wet wash/HEPA vacuum cycle. This should be from ceiling to floor. Paint or otherwise seal treated surfaces with the exception of interior floors (floors will be sealed after clearance). The Supervisor should perform an inspection for visible dust and debris.
3. Additional cleaning cycles may be necessary for porous surfaces, and difficult to clean surfaces (crevices). Failure to meet clearance criteria will require additional cleaning.

J. DECONTAMINATION PROCEDURE

1. Prior to leaving the Work Area, HEPA vacuum outer suit completely and remove, turning it inside out while doing so.
2. Proceed to decontamination area.
3. After wiping all areas and respirator, remove respirator and wipe facial area clean.
4. Place contaminated suits, towels, and respirator cartridges in a properly labeled waste containers.
5. At the completion of the project, boots, hard hats, and goggles should be decontaminated and bagged prior to removal from the Work Area.
6. Equipment leaving the Work Area should be HEPA vacuumed and wet wiped.

K. CLEARANCE

1. Clearance testing must be performed by the City's PROJECT MONITOR that is CDPH certified. It will not be performed by the ABATEMENT CONTRACTOR (although the ABATEMENT CONTRACTOR may perform their own clearance testing). Clearance testing must occur no sooner than one (1) hour after final cleaning. It consists of two steps; visual examination and possibly environmental sampling (dust and/or soil sampling).
 - a) Visual Examination for Determination of Completed Work:
 - (1) This is a determination that the work specified in the scope of work has been completed satisfactorily. For surfaces that are to be re-painted, it is important this examination occurs prior to the re-painting (to determine that either all the paint has been removed [abatement] or that the deteriorated paint has been stabilized [interim controls]). Next the surfaces should be examined for settled dust and debris. If dust or debris

is visually noted, the ABATEMENT CONTRACTOR will be asked to re-clean prior to samples being collected.

(2) If no such dust/debris is found, the independent consultant or PROJECT MONITOR will complete a Certificate of Visual Inspection (Appendix B) for the area or for multiple areas. The Certified Supervisor will also sign this Certificate. The completed form should be submitted to the City at the end of the project.

2. Environmental Sampling:

a) The number and location of dust and/or soil samples will be determined on a case-by-case basis. The clearance criterion to be used is shown in the table below:

	Surface	Level
(1)	Exterior Horizontal Surfaces	400 µg/ft ²
(2)	Exterior Soil*	1000 ppm

b) Re-cleaning, at the Contractor's expense, will be required for surfaces that do not pass clearance criteria.

c) The cost for additional tests, which may be required as a result of samples failing to meet the release criteria, shall be paid for the Contractor. This cost shall include all costs associated with sample analysis and collection of additional samples, including Consultant fees.

* Soil may not be impacted as a part of the proposed work but if contamination occurs then levels shall be used for clearances. ABATEMENT CONTRACTOR may take background soil samples to determine the preexisting soil conditions.

L. TRANSPORTATION AND DISPOSAL

1. Waste minimization

a) The ABATEMENT CONTRACTOR is required to make all reasonable efforts to minimize the amount of hazardous waste generated from this project.

2. Waste characterization

a) The ABATEMENT CONTRACTOR shall test any potential hazardous waste generated in accordance with 22 CCR Division 4.5 within ten (10) days and/or prior to the end of the project to determine if it is hazardous waste and requires disposal. All paint chips will be considered hazardous waste and do not require testing. Components with lead paint that has been stabilized shall have a hazardous waste determination made prior to sending to a landfill.

3. Pre-transportation requirements

a) Any packaging used to ship hazardous waste off site such as a container, roll-off bin, tank or other device, must comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with 22 CCR Article 3.

b) The hazardous waste label must be affixed and filled out when the first amount of hazardous waste is placed in the container. The label must include the initial accumulation date.

c) All additional pre-transportation labeling, marking or placarding must be conducted prior to transporting off site and in accordance with 22 CCR Chapter 12, Article 3.

4. All containers and tanks of hazardous waste must be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil or surface water which could threaten human health or the environment. Management techniques include containment areas capable of holding the contents of largest container within the containment area. Properly store and secure waste at all times. Do not leave hazardous waste in uncovered or unlocked trucks or dumpsters.

5. A hazardous waste manifest will be completed in accordance with 22 CCR Chapter 12, Article 2 for each shipment of hazardous waste leaving the work site. All waste shall leave the project site by the end of the project. Only The PROJECT MONITOR employees shall sign as the generator on manifests.

6. Disposal of the lead related hazardous wastes shall be by incineration unless otherwise specified by the ALMP.

APPENDIX A

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME: _____ DATE: _____

PROJECT ADDRESS: _____

CONTRACTOR'S NAME: _____

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must be licensed by the California Department of Public Health for Lead Hazard Control and be able to provide onsite documentation of training. You should have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature: _____ Social Security No.: _____

Printed Name: _____

Witness (print): _____ Witness Signature: _____

APPENDIX B
CERTIFICATION OF VISUAL INSPECTION

Project # _____ Date: _____ Location: _____

Contractor: _____

The contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature): _____ Date: _____

(Print Name): _____

(Company Name): _____

(Print Title): _____

CITY ALMP REPRESENTATIVE

The City ALMP Representative hereby certifies that he has accompanied the contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature): _____ Date: _____

(Print Name): _____

WORK AREA

Location: _____

Room: _____

Hazard Reduction Performed:

APPENDIX C

SUMMARY OF LEAD CONTAINING MATERIALS

XRF RESULTS FROM MAY 6, 2019					
READING	COMPONENT	SUBSTRATE	COLOR	PBC	UNITS
25	STREET LAMP	METAL	GREEN	1.7	mg/cm ²
29	STREET LAMP	METAL	GREEN	2	mg/cm ²
32	STREET LAMP	METAL	GREEN	2	mg/cm ²
33	STREET LAMP	METAL	GREEN	2.8	mg/cm ²
36	STREET LAMP	METAL	GREEN	2.5	mg/cm ²
37	STREET LAMP	METAL	GREEN	3.6	mg/cm ²

XRF RESULTS FROM MAY 7, 2019					
READING	COMPONENT	SUBSTRATE	COLOR	PBC	UNITS
12	STREET LAMP	METAL	GREEN	3.6	mg/cm ²
16	STREET LAMP	METAL	GREEN	1.5	mg/cm ²
18	STREET LAMP	METAL	GREEN	2	mg/cm ²
19	STREET LAMP	METAL	GREEN	2.1	mg/cm ²

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XRF Assay Results

READING NO.	TIME	TYPE	MODE	LOCATION	ROOM	SIDE	COMPONENT	CONDITION	SUBSTRATE	COLOR	RESULTS	PbC	UNITS
12	5/6/2019 17:05	ShutterCal										5.93	cps
13	5/6/2019 17:06	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
14	5/6/2019 17:07	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
15	5/6/2019 17:07	Paint	K & L		CALIB. CHECK					RED	Negative	0.9	mg / cm ^2
16	5/6/2019 17:11	Paint	Std.	Exterior	CORNER	A	TREET LIGHT POI	INTACT	METAL	GREEN	Negative	0.01	mg / cm ^2
17	5/6/2019 17:12	Paint	Std.	Exterior	CORNER	B	TREET LIGHT POI	INTACT	METAL	GREEN	Negative	0.02	mg / cm ^2
18	5/6/2019 17:15	Paint	Std.	Exterior	CORNER	B	DESTRIAN CROSS	INTACT	METAL	GREEN	Negative	0.01	mg / cm ^2
19	5/6/2019 17:23	Paint	Std.	Exterior	CORNER	C	STREET LIGHT	INTACT	METAL	GREEN	Negative	0.09	mg / cm ^2
20	5/6/2019 17:25	Paint	Std.	Exterior	CORNER	D	DESTRIAN CROSS	INTACT	METAL	GREEN	Negative	0	mg / cm ^2
21	5/6/2019 17:37	Paint	Std.	Exterior	CORNER	C	EDESTRIAN STREI	INTACT	METAL	GREEN	Negative	0	mg / cm ^2
22	5/6/2019 17:38	Paint	Std.	Exterior	CORNER	C	CURB RAMP	INTACT	CONCRETE	RED	Negative	0	mg / cm ^2
23	5/6/2019 17:39	Paint	Std.	Exterior	CORNER	D	CURB RAMP	INTACT	CONCRETE	RED	Negative	0	mg / cm ^2
24	5/6/2019 17:40	Paint	Std.	Exterior	CORNER	D	EDESTRIAN STREI	INTACT	METAL	GREEN	Negative	0	mg / cm ^2
25	5/6/2019 17:43	Paint	Std.	Exterior	CORNER	D	STREET LIGHT	INTACT	METAL	GREEN	Positive	1.7	mg / cm ^2
26	5/6/2019 17:54	Paint	Std.	Exterior	CORNER	A	EDESTRIAN STREI	INTACT	METAL	GREEN	Negative	0	mg / cm ^2
27	5/6/2019 17:56	Paint	Std.	Exterior	CORNER	A	CURB RAMP	INTACT	CONCRETE	RED	Negative	0	mg / cm ^2
28	5/6/2019 17:57	Paint	Std.	Exterior	CORNER	B	EDESTRIAN STREI	INTACT	METAL	GREEN	Negative	0.01	mg / cm ^2
29	5/6/2019 18:08	Paint	Std.	Exterior	CORNER	B	STREET LIGHT	INTACT	METAL	GREEN	Positive	2	mg / cm ^2
30	5/6/2019 18:13	Paint	Std.	Exterior	CORNER	A	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.17	mg / cm ^2
31	5/6/2019 18:13	Paint	Std.	Exterior	CORNER	B	CURB RAMP	INTACT	CONCRETE	RED	Negative	0	mg / cm ^2
32	5/6/2019 18:19	Paint	Std.	Exterior	CORNER	B	STREET LIGHT	INTACT	METAL	GREEN	Positive	2	mg / cm ^2
33	5/6/2019 18:22	Paint	Std.	Exterior	CORNER	C	STREET LIGHT	INTACT	METAL	GREEN	Positive	2.8	mg / cm ^2
34	5/6/2019 18:23	Paint	Std.	Exterior	CORNER	C	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.01	mg / cm ^2
35	5/6/2019 18:24	Paint	Std.	Exterior	CORNER	D	CURB RAMP	INTACT	CONCRETE	RED	Negative	0	mg / cm ^2
36	5/6/2019 18:25	Paint	Std.	Exterior	CORNER	D	STREET LIGHT	INTACT	METAL	GREEN	Positive	2.5	mg / cm ^2
37	5/6/2019 18:28	Paint	Std.	Exterior	CORNER	A	STREET LIGHT	INTACT	METAL	GREEN	Positive	3.2	mg / cm ^2
38	5/6/2019 18:32	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
39	5/6/2019 18:33	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
40	5/6/2019 18:33	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2

XRF Assay Results

READING NO.	TIME	TYPE	MODE	LOCATION	ROOM	SIDE	COMPONENT	CONDITION	SUBSTRATE	COLOR	RESULTS	PbC	UNITS
1	5/7/2019 16:44	ShutterCal										5.23	cps
2	5/7/2019 16:48	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
3	5/7/2019 16:48	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
4	5/7/2019 16:49	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
5	5/7/2019 16:54	Paint	Std.	Exterior	CORNER	A	EDESTRIAN STREET	INTACT	METAL	GREEN	Negative	0.01	mg / cm ^2
6	5/7/2019 16:55	Paint	Std.	Exterior	CORNER	A	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.02	mg / cm ^2
7	5/7/2019 16:56	Paint	Std.	Exterior	CORNER	B	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.3	mg / cm ^2
8	5/7/2019 16:57	Paint	Std.	Exterior	CORNER	B	EDESTRIAN STREET	INTACT	METAL	GREEN	Negative	0	mg / cm ^2
9	5/7/2019 16:59	Paint	Std.	Exterior	CORNER	C	EDESTRIAN STREET	INTACT	METAL	GREEN	Negative	0.1	mg / cm ^2
10	5/7/2019 17:00	Paint	Std.	Exterior	CORNER	D	EDESTRIAN STREET	INTACT	METAL	GREEN	Negative	0.04	mg / cm ^2
11	5/7/2019 17:01	Paint	Std.	Exterior	CORNER	D	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.04	mg / cm ^2
12	5/7/2019 17:02	Paint	Std.	Exterior	CORNER	D	STREET LIGHT	INTACT	METAL	GREEN	Positive	3.6	mg / cm ^2
13	5/7/2019 17:06	Paint	Std.	Exterior	CORNER	A	STREET LIGHT	INTACT	METAL	GREEN	Negative	0	mg / cm ^2
14	5/7/2019 17:15	Paint	Std.	Exterior	CORNER	A	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.04	mg / cm ^2
15	5/7/2019 17:16	Paint	Std.	Exterior	CORNER	B	CURB RAMP	INTACT	CONCRETE	RED	Negative	0.03	mg / cm ^2
16	5/7/2019 17:18	Paint	Std.	Exterior	CORNER	C	STREET LIGHT	INTACT	METAL	GREEN	Positive	1.5	mg / cm ^2
17	5/7/2019 17:19	Paint	Std.	Exterior	CORNER	C	CURB RAMP	INTACT	CONCRETE	RED	Negative	0	mg / cm ^2
18	5/7/2019 17:21	Paint	Std.	Exterior	CORNER	C	STREET LIGHT	INTACT	METAL	GREEN	Positive	2	mg / cm ^2
19	5/7/2019 17:23	Paint	Std.	Exterior	CORNER	C	STREET LIGHT	INTACT	METAL	GREEN	Positive	2.1	mg / cm ^2
20	5/7/2019 17:53	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
21	5/7/2019 17:54	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2
22	5/7/2019 17:55	Paint	K & L		CALIB. CHECK					RED	Positive	1	mg / cm ^2

APPENIDIX N
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

APPENDIX N
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 West Coast General Group, a Joint Venture (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 **University Avenue Complete Street Phase 1 (Project), WBS No. S-18001, Bid No. K-22-1896-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 **University Avenue Complete Street Phase 1 (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 – Supplementary Special Provisions** and **Section 802** of the 2018 GREENBOOK AND WHITEBOOK 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 2018 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.

- a. 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 Landscaping Area after Phase 1 Work has been completed (“Phase 2 Work”).
- b. 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:

 - i.** 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”).
 - ii.** 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: COMPENSATION” in Section 4.1 of this LTMMMA.
- c. 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 6:00 a.m. and 6:00 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.** Purchasing & Contracting Department, **Public Works Division** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing and Contracting 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 Resident Engineer. 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 Landscaping 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 \$124,000.00 (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 5-4, "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 5-4, "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.
- 6.13. 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 executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

Dated this 13th day of September, 2022.

THE CITY OF SAN DIEGO

By: Beric Doringo
Beric Doringo
Deputy Director
Purchasing & Contracting Department

I HEREBY CERTIFY I can legally bind West Coast General Group, a Joint Venture and that I have read this entire contract, this 8th day of July, 2022.

By: Nicholas Walters
Printed Name: Nicholas Walters

Title: Managing Partner

I HEREBY APPROVE the form of the foregoing Contract this

14th day of SEPTEMBER of 2022.

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 Area) is shown on Specifications and Drawings numbered **41274-59-D** through **41274-68-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 Area during the Monitoring Program in accordance with this Contract. The Landscaping Area shall meet the following success criteria at the end of the 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, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; BMP repair/replacement; control of all plant diseases and pests; and trash removal, reseeding, and all other maintenance listed in this Contract and as required to maintain the Landscaping 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 Resident Engineer. 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.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Resident Engineer. 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.

3. 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 Resident Engineer. 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 Resident Engineer.
- 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 Resident Engineer. 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 Resident Engineer. 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.

4. **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 Landscaping 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.

5. **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 Landscaping Area as required to:

- 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Resident Engineer.
- 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 remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required 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 Landscape Area in accordance with instructions from the Resident Engineer. The Contractor shall perform pruning in accordance with instructions from the Resident Engineer, 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 Landscaping Area as necessary in accordance with instructions from the Resident Engineer. 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 Resident Engineer.

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 Resident Engineer 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 Landscaping 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 Resident Engineer 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 Landscaping 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 Landscaping 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 Resident Engineer will oversee all maintenance operations and monitoring of the Landscaping Area according to the schedule and methods described in the Landscaping Plan. The Resident Engineer will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Landscaping Plan.
- 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 ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2018 WHITEBOOK, SECTION 802

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: License #1055727 , Class A and B

Name of License Holder: West Coast General Group, A Joint Venture

Expiration Date: 07/31/2023

City of San Diego Business License Number: B2019024338

Expiration Date: 11/30/2022

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and West Coast General Group, a Joint Venture, herein called "Contractor" for construction of **University Avenue Complete Street Phase 1**; Bid No. **K-22-1896-DBB-3-A**; in the total amount **Seven Million Eight Hundred Eighty One Thousand Sixty Six Dollars and Ten Cents (\$7,881,066.10)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **University Avenue Complete Street Phase 1**, on file in the office of the Engineering and Capital Projects Department, Contracts Division Department as Document No. **S-18001**, 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 **University Avenue Complete Street Phase 1**, Bid Number **K-22-1896-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Beric Doringo

Mara W. Elliott, City Attorney
By [Signature]

Print Name: Beric Doringo
Deputy Director
Purchasing & Contracting Department

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 9/13/2022

Date: 9/14/2022

CONTRACTOR West Coast General Group, A Joint Venture

By [Signature]

Print Name: Nicholas Walters

Title: Managing Partner

Date: 07/08/2022

City of San Diego License No.: B2019024338

State Contractor's License No.: 1055727

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000413930

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

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act" of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards – Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

_____ **University Avenue Complete Street Phase 1** _____
(Project Title)

as particularly described in said contract and identified as Bid No. **K-22-1896-DBB-3-A**; SAP No. (WBS) **S-18001** _____; 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

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

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20____

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 - CONTROL OF MATERIALS 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

Signature of Supplier

LIST OF SUBCONTRACTORS

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**
- 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. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**
- I. NON-LOBBYING CERTIFICATION**
- J. DISCLOSURE OF LOBBYING ACTIVITIES**
- K. EXHIBIT 12-B BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON - DBE)**
- L. EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That West Coast General Group, A Joint Venture as Principal,
and Fidelity and Deposit Company of Maryland 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
University Avenue Complete Street Phase 1

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 17th day of May, 2022

West Coast General Group, A Joint Venture (SEAL)

(Principal)

By: _____

(Signature)

Fidelity and Deposit Company of Maryland(SEAL)

(Surety)

By: Leona Evangelista

(Signature)

Leona Evangelista, Attorney-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On MAY 17 2022 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Richard HALLETT, Carla LUGER, Ray CANTO, Gabriel ERLE, Leona EVANGELISTA, Rebekah EADS of **San Diego, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2022.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of May, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Diego)

On May 19, 2022 before me, Kim A Jensen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nicholas Walters
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kim A. Jensen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.




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: West Coast General Group, A Joint Venture

Certified By 
 Name Nicholas Walters
 Signature

Title Managing partner
 Date 5/24/22

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
West Coast General Group, A Joint Venture			
Street Address	City	State	Zip
13700 Stowe Dr. #100	Poway	CA	92064
Contact Person, Title		Phone	Fax
Nicholas Walters, Managing Partner		619.561.4200	619.561.4205

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:

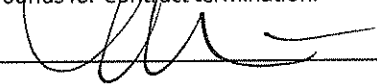
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Nicholas Walters	Managing Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	West Coast General Group, Inc.
Interest in the transaction	
0% ownership but managing partner of JV and V.P. of WCGG & WGGC	

Name	Title/Position
David Davey	owner
City and State of Residence	Employer (if different than Bidder/Proposer)
	West Coast General Corp.
Interest in the transaction	
100% ownership of both JV partners	

*** 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.

Nicholas Walters, Managing Partner  5/24/22
 Print Name, Title Signature Date

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

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors* who have been *debarred or suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract awards*, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

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

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Nicholas Walters	managing partner
David Davey	owner in President of JV partners

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:

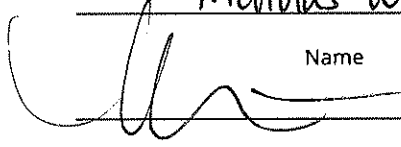
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have 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: West Coast General Group, A Joint Venture

Certified By Nicholas Walters Title managing partner


 Name
 Signature

Date 5/24/22

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
RAP Engineering Inc. - Robert Perez	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
HMS Construction Inc - Michael High	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

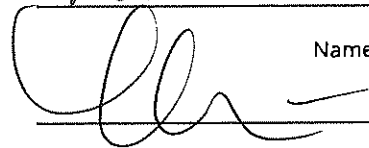
NAME	TITLE
Statewide Staples, Inc. - David Brilhante	President

SUBCONTRACTOR SUPPLIER/^{TRUCKING SERVICE} MANUFACTURER

NAME	TITLE
Crest Equipment	
Wendi Belio	President
Steve Belio	Vice-President
Gwynn Harris	Director

Contractor Name: West Coast General Group, A Joint Venture

Certified By Nicholas Walters Title Managing partner

 Name _____ Date 5/26/22
Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Manna Landscaping Robert Cowen	owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Western Gardens Marie Vasilieff	CEO
Greg Vasilieff	President

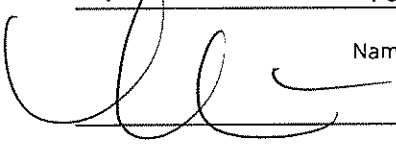
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Cecilia's Safety Service, Inc. Cecilia Ostlund	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
OSB Construction, Inc. Alicia Lowery	President

Contractor Name: _____

Certified By Nicholas Walters Title Managing Partner
 Name
 Date 5/26/22
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

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.

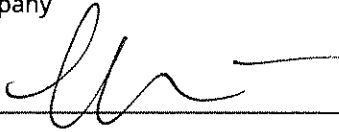
none

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.

**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 West Coast General Group, A Joint Venture
proposed Subcontractor n/a
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.

West Coast General Group, A Joint Venture
Company
By Nicholas Walters 
Managing partner
Title
Date: 5/24/22

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 _____

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 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.

NO LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial finding b. material change For Material Change Only year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: 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): (attach Continuation Sheet(s) SF-LLL4, if necessary)	
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: (attach Continuation Sheet(s) SF-LLL4, if necessary)		
15. Continuation Sheet(s) SF-LLL4 attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page ____ of ____

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Authorized for Local Reproduction
Standard Form - LLL-A

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. 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 this report 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 (item 1). 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 (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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: H S I P L 5604 (207)

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: <u>Crest Equipment, Inc.</u> City, State: <u>El Cajon, CA</u>	<u>portion of item 2, clearing & grubbing trucking/hauling</u>	<u>\$153,600</u>	<u>1.5%</u>	<u>892791</u> <u>100005405</u>	<u>Y</u>	<u>36251</u>	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: <u>15</u> yrs.
Name: <u>RAP Engineering, Inc.</u> City, State: <u>San Marcos, CA</u>	<u>portion of 12 and 62, asphalt paving and milling</u>	<u>\$312,250</u>	<u>87%</u>	<u>880956</u> <u>1000002968</u>	<u>Y</u>	<u>40569</u>	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: <u>13</u> yrs.
Name: <u>HMS Construction Inc.</u> City, State: <u>Vista, CA</u>	<u>portions of 1, 2, 67, 68, 70, 71, 72. electrical & traffic signal</u>	<u>\$1,635,000</u>	<u>54.8%</u>	<u>765590</u> <u>1000000923</u>	<u>N</u>		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>23</u> yrs.
Name: <u>Clelia Safety Services</u> City, State: <u>Vista, CA</u>	<u>portion of 6, traffic control services.</u>	<u>\$14,921.60</u>	<u>10.9%</u>	<u>787634</u> <u>1000012757</u>	<u>Y</u>	<u>25584</u>	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>22</u> yrs.
Name: <u>Stakewide Stripes</u> City, State: <u>San Diego, CA</u>	<u>portion of 52, 53, 54, 64, 66 striping and signs</u>	<u>\$95,018</u>	<u>93.4%</u>	<u>788286</u> <u>1060001334</u>	<u>Y</u>	<u>32232</u>	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>22</u> yrs.
Name: <u>Manna Landscape</u> City, State: <u>Anaheim, CA</u>	<u>portion of 77, 78 landscape & planting</u>	<u>\$507,000</u>	<u>70.1%</u>	<u>492862</u> <u>1000000079</u>	<u>N</u>		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>36</u> 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 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		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				License Number	DIR Reg Number			
Name: <i>Western Gardens</i> City, State: <i>Carlsbad, CA</i>	<i>item 82 landscap maintenance</i>	<i>\$124,000</i>	<i>100%</i>	<i>5602550</i> 5602550	<i>1000004289</i>	<i>N</i>		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <i>36</i> yrs.
Name: <i>QSB Construction</i> City, State: <i>Escondido, CA</i>	<i>items 20-33 & 39 portion of flatwork</i>	<i>\$902,842.00</i>	<i>90.1%</i>	<i>956107</i>	<i>1000004298</i>	<i>N</i>		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <i>12</i> yrs.
Name: City, State:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:								<input type="checkbox"/> <\$1 million <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 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: HSIPL 5904 (207)

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: Cecilia's Safety Service City, State: Vista, CA	#6 Traffic Control	\$2,330.40		787634 1000012757	Y	25584	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>22</u> yrs.
Name: Griffith Company City, State: Brea, CA	#74, 75 Irrigation and Planting	\$560,000	<u>0</u>	88 1000005611	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>93</u> yrs.
Name: AR Concrete City, State: Chula Vista, CA	#13, 19-39, 63-65 All PCC Items	\$1,896,741	<u>0</u>	1087615 1000040647	Y	44998	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>0</u> yrs.
Name: V&E Tree Service City, State: Orange, CA	#2 Tree removal	\$14,000	<u>0</u>	654506 1000001936	N		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>30</u> yrs.
Name: Frank and Son Paving City, State: Chula Vista, CA	#10, 12, 62 CTB and AC Paving	\$332,050	<u>0</u>	612545 1000009502			<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>31</u> yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> 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: HSIPL 5004 (207)

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: Perry Electric City, State: Santee, CA	#65, 67-72 Traffic Signal and Electrical	\$2,044,000	<i>0</i>	747931 1000012332	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 24 yrs.
Name: Marina Landscaping City, State: Orange, CA	#74, 75 Irrigation and Planting	\$490,000		492862 1000000079			<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 36 yrs.
Name: QSB Construction City, State: Escondido, CA	#13, 19-29, 48 All PCC Items	\$1,772,332		956107 1000004298	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 12 yrs.
Name: Sealright Paving, Inc. City, State: Spring Valley, CA	#12, 62 AC Paving	\$350,570	<i>0</i>	364113 1000039542	Y	42984	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 44 yrs.
Name: Statewide Stripes, Inc. City, State: San Diego, CA	#52-54, 64, 66 Striping, Signage, and Barricades	\$95,018		788286 1000001334	Y	32232	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 22 yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <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 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: HSIPL 5004 (207)

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: Western Gardens Landscaping City, State: Carlsbad, CA	#77: Irrigation #78: Planting #82: Planting Maintenance	\$976,779.40		662550 1000004289	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 29 yrs.
Name: Vic Salazar Communications City, State: San Diego, CA	#76: Community Liason	\$45,000	<input checked="" type="checkbox"/>	1000364796	Y	38595	<input checked="" type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: Terra West, Inc. City, State: Chula Vista, CA	#7: SWPPP Development	\$24,500	<input checked="" type="checkbox"/>	1000007319	Y	36931	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 7 yrs.
Name: In-Line Construction City, State: Ramona, CA	#41: Install chain link fence #64: Railing at Curb Ramps #65: Pedestrian Barricades	\$153,324	<input checked="" type="checkbox"/>	769516 1000002605	Y	14089	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 8 yrs.
Name: Brino Builders, Inc. City, State: San Diego, CA	#13, 19-39, 63, 64 All PCC Items	\$1,766,969	<input checked="" type="checkbox"/>	1021086 1000550020	N		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 6 yrs.
Name: RAP Engineering, Inc. City, State: San Marcos, CA	#10, 12, 62 CTB and AC Paving	\$672,178		880956 1000002968	Y	40569	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 16 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: 24%
 3. Project Description: University Avenue Complete Street Phase 1
 4. Project Location: San Diego, CA
 5. Bidder's Name: UPST Coast General Corp, A Joint Venture 6. Prime Certified DBE: 7. Bid Amount: \$7,881,066.10
 8. Total Dollar Amount for ALL Subcontractors: 3,744,631.60 9. Total Number of ALL Subcontractors: 8

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
12.62	asphalt paving and cold milling	40569	RAP Engineering, Inc. 760.233.2980 503 E. Mission Road, San Marcos, CA	\$312,250
2	trucking/hauling service	36257	Crest Equipment, 619.444.5060 13783 Highway 8 Bus., El Cajon CA	\$153,600
6	traffic control services	25584	Cecilia Safety Services, 858.793.4465 1211 Distribution Way, Vista, CA	\$14,921.60
52, 53, 54, 64, 66	striping and signage	32232	Statewide Stmpes, 858.560.6887 7320 Mission gorge rd., sandiego, ca	\$95,018

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: K-22-1896-DBB-3-A

22. Federal-Aid Project Number: HSIPL 5004 (207)

23. Bid Opening Date: 05/26/2022

24. Contract Award Date: 09/14/2022

25. Award Amount: \$7,881,066.10

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 _____

15. TOTAL CLAIMED DBE PARTICIPATION	\$575,789.60
	7.31 %

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.

16. Preparer's Signature: Nicholas Walters 17. Date: 5/26/22

18. Preparer's Name: Nicholas Walters 19. Phone: 619.561.4200

20. Preparer's Title: vice president managing partner

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

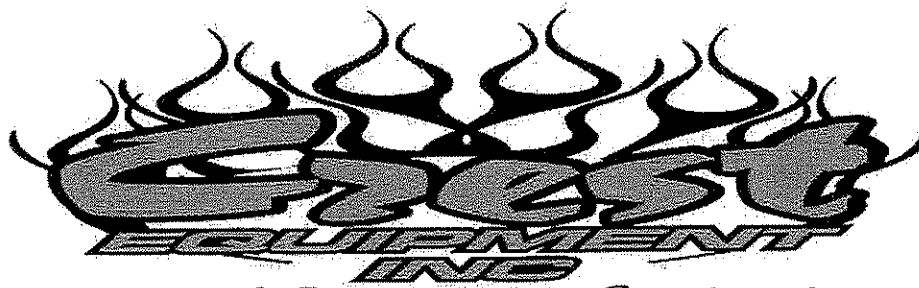
CONTRACTOR SECTION

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.



General Engineering Contractor

California Lic. No. 892791 UDBE/DBE/WBE No. 36251

13783 HWY 8 Business El Cajon CA 92021

Office Number 619-444-5061 Fax Number 619-447-6540

City of San Diego K-22-1896-DBB-3-A
 University Ave Complete Street Phase 1
 May 25, 2022

*1,200 hours
 @ \$128 =
 \$153,600.*

Trucking Off-site / Owner Op / AB 5 Compliant Rates

Truck	Weekday Rate	Weeknight Rate	Saturday Rate	Saturday Night Rate	Sunday Rate	Sunday Night Rate
Water Truck – 4,000 gal with Cannon	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00	\$155.00
Rolloff – Hrly Trucking	\$123.00	\$128.00	\$133.00	\$138.00	\$143.00	\$148.00
Super Dump Trucking - Hrly	\$123.00	\$128.00	\$133.00	\$138.00	\$143.00	\$148.00
End Dump Trucking - Hrly	\$130.00	\$135.00	\$145.00	\$150.00	\$155.00	\$160.00
High Side Trucking – Hrly	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00	\$155.00
Semi Dumps Trucking - Hrly	\$128.00	\$133.00	\$138.00	\$143.00	\$148.00	\$153.00
Booster Trucking - Hrly	\$133.00	\$138.00	\$145.00	\$150.00	\$155.00	\$160.00
Transfer Trucking - Hrly	\$133.00	\$138.00	\$145.00	\$150.00	\$155.00	\$160.00
Flatbed Trucking - Hrly	\$128.00	\$133.00	\$138.00	\$143.00	\$148.00	\$153.00
Lowboy Trucking – Hrly	\$148.00	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Double Belly – Hrly	\$135.00	\$140.00	\$150.00	\$155.00	\$160.00	\$165.00

*Rates good through 6/1/2023

***Fuel Surcharge of 12% will be added separately from our usual charges and will be a separate entry on your invoice. We will monitor the price bi-weekly and if it continues to increase, we may have to increase the surcharge. However, should the fuel price fall to the base price (\$4.19) we will remove the surcharge**

We take pride in covering your work with the HIGHEST QUALITY of Drivers and Carb Compliant Trucks. WE WILL CONTINUE TO PROVIDE YOU WITH THE BEST TRUCKERS IN THE INDUSTRY AND WE WILL ALWAYS STRIVE FOR CUSTOMER SATISFACTION WITH THERE BEING NO EXECPTIONS.

All work will have a 2 hour show up

Weekday work will have a 4 hour minimum if loaded

All night work will have a 6 hour minimum

All weekend work will have a 6 hour minimum

Overtime applies to ONSITE Trucking Only

Thank you for your business, we will continue to provide you with the highest quality of service

If you should have any questions or concerns please call our office.



LIC# A880956

CALTRANS MBE/DBE #40569
DIR REGISTRATION #1000002968

To: Estimating Dept

Attn. Estimator

Project: University Ave Complete Street
Location: University & Highland
San Diego, City of San Diego Project
Bid No. 22-203/Rev.0

THIS BID IS AT PREVAILING WAGE RATES

BID DATE 05/26/2022

SCOPE OF WORK:

BID ITEM #10	CEMENT TREATED BASE 2.2% @ \$99.98 PER TON ESTIMATED QUANTITY-3,600 TONS ESTIMATED COST	\$359,928.00
BID ITEM #12	ASPHALT CONCRETE @ \$130.00 PER TON ESTIMATED QUANTITY-2,200 TONS ESTIMATED COST	\$286,000.00
BID ITEM #62	COLD MILL TO 3" DEPTH, LOAD & HAUL OFF MILLINGS, & SWEEP MILLED AREA @ \$0.75 PER S.F. ESTIMATED QUANTITY-35,000 S.F. ESTIMATED COST	\$26,250.00

in 9:57 AM

TOTAL BASE BID PRICE:

~~\$672,178.00~~
\$ 314,250

NOTES:

- 1) THIS PROPOSAL IS ONLY FOR THE QUANTITIES LISTED ABOVE, BID PRICES WILL BE ADJUSTED IF ACTUAL REQUIREMENTS OR QUANTITIES DIFFER FROM WHAT IS LISTED ABOVE OR CLIENTS'/R.E. DIRECTION.
- 2) TOTAL MOBS: (5) (Additional move-ins will be charged at \$3,500.00 per).
- 3) CLIENT TO PROVIDE T.C. AS NEEDED FOR (16) NIGHT SHIFTS PER PERMIT INCLUDING LIGHTING.
- 4) ASPHALT MIX DESIGN: TYPE III C2/B3 PG64-10.
- 5) CEMENT TREATED BASE MIX DESIGN: 2.2%
- 6) PRICE DOES NOT INCLUDE PHASE 2 PORTION OF SDG-113/107 GRIND AND OVERLAY OF TRENCHES / SLOTS WITHIN SLURRY LIMITS.

ADDENDUMS NOTED: A

ASPHALT MATERIALS NOTE FOR ABOVE PRICING:

DUE TO THE INSTABILITY OF THE PRESENT OIL PRICES, OUR ASPHALT VENDORS HAVE INFORMED US THAT THEY WILL NOT HOLD PRICES BEYOND 30 DAYS. RAP ENGINEERING INC. MUST BE INFORMED OF CONTRACT INTENT WITHIN 30 DAYS OF THIS BID DATE TO LOCK IN 5/26/2022 PRICING. NOTIFICATION OF CONTRACT INTENT BEYOND 30 DAYS OF THIS BID DATE COULD REQUIRE A BID ADJUSTMENT FOR MATERIAL PRICING. PAVING INSTALLATION AFTER DECEMBER 31, 2022 COULD REQUIRE AN ADJUSTMENT FOR MATERIAL PRICING. AN ORIGINAL & CURRENT ASPHALT VENDOR QUOTE WILL BE PRESENTED TO OUR CLIENTS TO VERIFY ANY ADJUSTMENT.

EXCLUDES:

PERMITS, PLANS, TESTING, ENGINEERING, SURVEY & STAKING, BOLLARDS, BOND & FEES FROM SAME, REFLECTORS, REFLECTIVE BEADS, BASE MATERIAL UNDER CONCRETE WORK, WATER SUPPLY, STRIPING, SIGNAGE, WHEEL STOPS, SAW-CUTS, SAND, REMOVALS, TYPE 2 SLURRY SEAL, CHIP SEAL, FOG SEAL, SEAL COAT, TYPE J PAVING, LIME TREATMENT, POTHOLING, DUST CONTROL (Except for our work), GRINDING (Except for our work), NIGHT WORK, WATER POLLUTION CONTROL, EROSION CONTROL, TRAFFIC CONTROL, 'USA' MARKOUT, RAISING OR LOWERING MANHOLES, RAISING OR LOWERING VALVE CANS, CONTINUOUS SWEEPING, PCC WORK, CONCRETE CURBS, GEOTECH FABRIC, PAVING FABRIC, FILTER FABRIC, DEMOLITION, LIGHTING, LUMBER RAMPING, REDWOOD HEADER, BACKFILL & COMPACTION OF TRENCHES & CURBS, ALL UTILITY MARK-OUTS, USE OF RTR, USE OF MTV, RESTORATION OF RIGHT-OF-WAY (Limits or Dimensions not shown on plans), SWPP AND ALL ROUGH GRADING.

INSURANCES: RAP ENGINEERING, INC.'S INSURANCE LIMITS FOR GL/AUTO ARE \$2M PER OCCURRENCE, \$3M AGGREGATE. WORKER'S COMPENSATION LIMITS ARE PER STATE REQUIREMENTS. ANY COVERAGE OVER THESE LIMITS IS NOT INCLUDED IN THIS PROPOSAL AND WILL BE PRICED UPON REQUEST. WAIVER OF SUBROGATION ALSO PRICED UPON REQUEST, EXCLUDES ANY RAILROAD INSURANCE UNLESS SPECIFICALLY NOTED.

RESPECTFULLY SUBMITTED BY:

STEVEN WHITLOCK, PROJECT MANAGER CELL # (619)-642-6481

PROPOSAL ACCEPTED: _____ DATE: _____ (Optional: ADD our bond rate of 1.5%)

503 E. MISSION RD., SAN MARCOS, CA. 92069

PHONE (760) 233-2980 FAX 760-233-2984



CECILIA'S SAFETY SERVICE
TRAFFIC CONTROL

1211 Distribution Way
Vista, CA 92081
858-793-4465

QUOTATION

Quote Date	Quote ID
5/25/2022	22-50523

Valid Through:

License#787634

Estimating Department

Job Location:

University Avenue Complete Street - Phase 1
 San Diego

Quote Created By: Cecilia Kathleen Ostlund

SLBE Certified#13CS0818 (City of San Diego)

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
Item#6: Posting No Parks - 72 Hrs. prior to job start, City of San Diego (Phase 1 Only - See Note B	\$225.00	Per Mob	1	1	1	\$225.00
Item#6: No Parks **Estimate Only (Phase 1 Only) **See Note Below	\$0.45	Per Day	12	1	12	\$5.40
Item#6: Traffic Control: Up to 8 Hours (1 Person)	\$700.00	Per Day	1	1	1	\$700.00
Item#6: Traffic Control: Up to 8 Hours (2 Persons)	\$1,400.00	Per Day	1	1	1	\$1,400.00

Note: The * indicates taxable items.

DBE#25584, SB#59198, DIR#1000012757

We are bidding Item#6 - Traffic Control
 Traffic Control Plans were provided by the City of San Diego at time of bid for Phase 1 - Phase 4. All phases of work show 1 Arrowboard.

We are providing a price for crews that consist of 1 Person and 2 Person crews.

No Parks: Phase 1 Only shown on TCP's at time of bid. No other phases show No Parks.
 Posting of No Parks \$225.00 per posting
 No Parks: .45 per each x 12 estimated = \$5.40 per day
 If hired, we can post No Parks during the work hours to save the cost of posting.

Handwritten calculations:
 $\$225.00 \times 4 = \900
 $\$5.40 \times 4 = \21.60
 $\$700 \times 20 \text{ per day} = \$14,000$

Included: Traffic Control (1 & 2 Persons) & Flagging Operation (1 & 2 Persons): Includes all equipment for closure type & 1 Arrowboard, if needed, Radio Communication and 1 Traffic Control Truck.

All Traffic Control Technicians and Flaggers are certified and available upon request.

Add'l Terms: Minimum Rates: Traffic Control is a Four (4) Hour Minimum Charge at 50% of rates. Full rate charged after Four (4) Hours. 50% of closure rate will be charged with less than Eight (8) Hours notice of cancellation. Cancellation must be made by contacting our office and speaking to our scheduling department at (858)793-4465. Please follow up with a cancelation email to scheduling@ceciliassafetyservice.com; no exceptions to our policy.

Time starts on site. No portal to portal charges.

This is a "Prevailing Wage" job.

Mobilization & Demobilization: Local jobs within 120 miles of our office/yard location will be charged at a rate of \$70.00 per hour to Mob to jobsite and \$95.00 per hour to Demob from jobsite (Driver Only).

Should this quote be accepted by the prime contractor; prime contractor to attach this quote to their subcontract or purchase order relating to this project.

Quote For: Estimating Department - Quote ID: 22-50523 (cont.)

Add'l Terms: Rental quoted is per day, per week and/or per month. Rental starts on delivery and ends on pick-up.

Minimum Rental Charge: \$125.00 per order (Traffic Control Rental Equipment)

Overtime Rate: After 8 Hours, \$120.00 per hour, per person

Terms: Net 30 Days

Cecilia Kathleen Ostlund 5/25/2022
Cecilia Kathleen Ostlund Date
Cecilia's Safety Service Inc.

Visit Our Website at www.ceciliassafetyservice.com

Accepted By:

Signature Date

Print Name

Title

Company

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

5/12/2022

Date

Seal:





2) For City Engineer

5/12/2022

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. The contract duration is 347 working days, which includes Plant Establishment. Plant Establishment is 120 calendar days. Please clarify how many working/calendar days will be granted for this contract, excepting Plant Establishment.

A1. Refer to Attachment A (Scope of Work) and Section 6-1.1 of the Contract Documents.

Q2. Instructions to Bidders Part 3.4 states "The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening." Material pricing and availability are very volatile in today's market, please advise if this period can be reduced to a more standard and reasonable 45 days.

A2. No. The duration of the Bidders Guarantee of the Contract Price will remain at 120 days from the date of Bid opening as stated in the Solicitation Document.

Q3. Is it possible to submit a competitive equivalents to the fixtures proposed for evaluation and pre-approval? If so what is the bases of design?

A3. Refer to Section 4-6 of the Contract Documents.

Q4. Is there a specific quantity of LED Roadway luminaire for this project?

A4. Refer to the plan sheets.

Q5. Last week, I reached out to several Prime contractors for this bid opportunity and one of them responded to tell me that the City will be providing its own surveying for this project. Is this true that Prime bidders will not need to seek private surveyors. As far as the Civil engineering work, they also informed me that there is no call for any design-built services. Is this also true?

A5. Refer to Section 3-10 for survey services provided by the City and the Contractor. The project delivery method for this project is design-bid-build.

- Q6. We provide Geotechnical Testing, Materials Testing, QA/QC Services. I'm reviewing the Specs. for this project. Will the City be responsible for the materials testing or will the GC be responsible? I saw the City is responsible for the Survey.
- A6. Materials testing is per the Contract Documents. Refer to Section 3-10 for survey services provided by the City and the Contractor.
- Q7. The normal working hours are noted as 9PM to 5AM but the traffic control is shown as a continuous set up. If the traffic control is going to be up all day why not allow construction activity to occur during the day?
- A7. Refer to Section 1-2 of the Contract Documents. Construction activities are limited to night work to minimize impact to the businesses on site.
- Q8. Please provide the soils report for the project so that we can determine the excavation effort that will be required for performance of the work.
- A8. Refer to the Section 3-9 of the Contract Documents for available technical reports and subsurface data.
- Q9. Please add a bid item for the Long-Term Maintenance Agreement or advise where we are to include these costs?
- A9. Refer to Section 802-4 of the Contract Documents.
- Q10. The pay provisions for clearing and grubbing notes to include all of the removal of existing soils which would cover where to put the unclassified excavation but there will also be fills required on this project; where should the cost for placing fills be included in the bid?
- A10. The cost of placing fill depends on the work being performed, refer to the Contract Documents.
- Q11. Does Bid Item 78, Subgrade Imported Backfill, also include the excavation and export of unsuitable material? If not, where are the bidders to include the excavation and export of unsuitable materials? If unsuitable material removal is to be included in the lump sum of clearing and grubbing please provide information on where and to what depths the bidders should anticipate unsuitable removals. Please consider including a separate bid item for unsuitable material to be paid by cubic yard.

- A11. Refer to Section 300-1.1 and 306-15.1 of the Contract Documents.
- Q12. Please advise where or under what circumstances bid item 79, Class 2 Aggregate Base, is to be used on the project.
- A12. Refer to Section 301-2.4 of the Contract Documents. The locations are to be determined during construction.

C. NOTICE INVITING BIDS

1. To 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 **\$6,860,000**.

D. ATTACHMENTS

1. To ATTACHMENT D, FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDING AGENCY PROVISIONS, page 41, Item **10. WAGE RATES**, pages 41 through 86, **DELETE** in their entirety and **SUBSTITUTE** with pages 9 through 36 of this Addendum.

E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 7, MEASUREMENT AND PAYMENT, Subsection **7-3.1, GENERAL**, page 183, **ADD** the following:
 3. Payment for "Sidewalk Trench Drain" shall be at the contract unit price Linear Foot and shall include full compensation for all labor, materials, tools, equipment, sawcutting, excavation, sidewalk removal, export, backfill, compaction, concrete U-channel, steel rails, trench grate cover, locking devices, anchoring hardware, appurtenances, and incidentals and for doing the work involved, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.
2. To Section **206, MISCELLANEOUS METAL ITEMS**, page 187, **ADD** the following:

206-7 SIDEWALK TRENCH DRAIN. Metal trench grate covers shall be Perforated Grate, manufactured by ACO Drain or approved equal, and shall include the concrete U-channel, stainless steel edge rails, and locking devices. Metal trench grate covers shall

be heel proof and ADA compliant perforated grating, for commercial applications.

3. To Section 303, CONCRETE AND MASONRY CONSTRUCTION, page 205, Subsection **303-1.11 Measurement, DELETE** in its entirety.
4. To Section 303, CONCRETE AND MASONRY CONSTRUCTION, pages 205 through 206, Subsection 303-1.12, Payment, Subitem **3. Gravity Wall Type A, DELETE** in its entirety.
5. To Section 402, UTILITIES, Subsection **402-4, RELOCATION**, pages 214 and 215, **DELETE** in its entirety and **SUBSTITUTE** with the following:

402-4 RELOCATION. To the “GREENBOOK”, ADD the following:

Notify Utility prior to excavating within 10 feet of utility facilities.

The construction schedule will need to account for utility relocation activities. You must coordinate with the utility companies for the relocations. Details regarding the utilities and type of work are described in detail in the table below for work shown on plan sheets **41274-04-D** through **41274-09-D**.

Utility	Contact	Lead Time	Work Window	Stage of construction prior to utility work	Type of work to be conducted by utilities
SDG&E Electrical	Shaun McMahon SMcMahon@sdge.com 619-681-4340	8 weeks	2 weeks	Sidewalk installation	Adjust four (4) vault covers to new grade Adjust eight (8) pull box covers to new grade
			8 weeks	Sidewalk subgrade	Relocate three (3) underground electrical lines
SDG&E Gas	Vincent Vargas VVargas@sdge.com 619-214-2961	8 weeks	2 weeks	Sidewalk installation	Adjust nine (9) gas meter covers to new grade Adjust two (2) gas valve covers to new grade
			8 weeks	Sidewalk subgrade	Relocate two (2) underground gas lines
MTS	Peter Casellini Peter.Casellini@sdmts.com 619-446-4951	8 weeks	2 weeks	Sidewalk subgrade	Remove four (4) bus stop signs
AT&T	Kristy McClaskey km2398@att.com 760-489-3115	4 weeks	4 weeks	Sidewalk installation	Adjust eight (8) manhole covers to new grade

Utility	Contact	Lead Time	Work Window	Stage of construction prior to utility work	Type of work to be conducted by utilities
Crown Castle	Andrew Armstrong Andrew.Armstrong@crowncastle.com 760-613-4671	4 weeks	4 weeks	Sidewalk installation	Adjust one (1) handhole cover to new grade Adjust two (2) pull box covers to new grade Relocate (2) pull boxes
Cox Communications	Robert Mote natlconsttraffmgtteam@cox.com 619-592-4018	4 weeks	4 weeks	Sidewalk installation	Adjust one (1) pull box cover to new grade
USPS	Dranreb Lumanlan Dranreb.R.Lumanlan@usps.gov	4 weeks	2 weeks	Sidewalk subgrade	Relocate three (3) collection boxes
City Heights Business Association	Enrique Gandarilla enriqueg@cityheightsbusiness.org 619-906-4443	8 weeks	2 weeks	Sidewalk subgrade	Remove and relocate two (2) bus shelters Remove and salvage two (2) bus shelters Remove and relocate eleven (11) trash cans
Union Bank Apartment Contractor	Armando Urquidez armando@kettlerlewick.com 619-269-3444	8 weeks	8 weeks	Sidewalk subgrade	Install sidewalk pavers

F. ADDITIONAL CHANGES

- 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
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	SF	69000 <u>64000</u>	302-4.12.4
Main Bid	237310	Gravity Wall, Type A per C-09	SF	315	303-1.12
Main Bid	237310	Concrete Sidewalk	SF	30800 <u>30900</u>	303-5.9
Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	EA	26 <u>25</u>	303-5.10.2

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237310	Concrete Driveway (Contiguous)	SF	1740 <u>2060</u>	303-5.9
Main Bid	237110	Sidewalk Underdrain Pipe	LF	115 <u>190</u>	306-15.1
<u>Main Bid</u>	<u>237110</u>	<u>Sidewalk Trench Drain</u>	<u>LF</u>	<u>700</u>	<u>7-3.1</u>

G. PLANS

1. To Drawing Sheets numbered **41274-01-D, 41274-04-D** through **41274-11-D, 41274-14-D** through **41274-15-D, 41274-17-D, 41274-24-D** through **41274-26-D, 41274-29-D, 41274-31-D, 41274-36-D, 41274-40-D** through **41274-43-D, 41274-45-D** through **41274-46-D, 41274-69-D,** and **41274-73-D, DELETE** in their entirety and **REPLACE** with pages 37 through 62 of this Addendum.
2. To Drawing Set 41274, **ADD** the following:
Drawing Sheet number **41274-74-D**, page 63 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *May 13, 2022*
San Diego, California

RA/AJ/egz

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

"General Decision Number: CA20220001 04/29/2022

Superseded General Decision Number: CA20210001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	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)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

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

BRCA0004-008 05/01/2021

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

BRCA0018-004 06/01/2021

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

* BRCA0018-010 09/01/2021

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

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

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

CARP1607-004 07/01/2021

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

ELEC0569-001 06/01/2021

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

ELEC0569-004 06/01/2021

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

ELEC0569-005 06/01/2021

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

transmission over fiber optics.

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

ELEC0569-006 02/22/2021

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.....	\$ 35.17	9.01
Utility Technician #2.....	\$ 28.60	8.80

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 08/30/2021

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

ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(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 01/01/2022

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

FOOTNOTE:

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

ENGI0012-003 07/01/2020

OPERATOR: Power Equipment
(All Other Work)

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

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20

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

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (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 than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

GROUP 13: Crane operator (over 300 tons); Derrick barge
operator (over 300 tons); Helicopter pilot; Hoist operator,

stiff legs, Guy derrick or similar type (over 300 tons);
Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a 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 08/01/2020

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

 IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

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 07/01/2020

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48
Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	18.80

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 chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Rii-prap, 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 (nozzlemán), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2020

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

LABO0089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

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 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 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

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 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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

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

PAIN0036-001 07/01/2020

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

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

 PAIN0036-010 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

 PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

 PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

 PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

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

 PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12
CEMENT MASONS - work inside the building line, meeting the following criteria:		

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....\$ 58.33		25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....\$ 52.20		24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 39.91		22.71
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.....\$ 53.83		25.36

PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....\$ 42.74		21.28

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$ 36.85		24.75
Sewer & Storm Drain Work....\$ 40.94		22.13

ROOF0045-001 07/01/2021

	Rates	Fringes
ROOFER.....\$ 37.75		10.24

SFCA0669-001 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....\$ 44.99		25.16

SHEE0206-001 07/01/2020

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

SHEET METAL TECHNICIAN - SCOPE:

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

TEAM0166-001 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 <https://www.dol.gov/agencies/whd/government-contracts>. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

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 SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN 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 5-UTILITIES.
- EXISTING UTILITY CROSSING 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 DOCUMENT.
- FOR COORDINATION OF THE SHUTDOWN OF MAINS, THE ASSIGNED INSPECTOR RESIDENT ENGINEER (RE), AND NOT THE CONTRACTOR, SHOULD CONTACT THE FOLLOWING:
 - TRANSMISSION MAINS (6 INCHES AND LARGER) - JESUS RAMOS (619-527-7438)
 - DISTRIBUTION MAINS (LESS THAN 6 INCHES) - TISA AGUERO (619-527-3143)
 - WATER FACILITIES - TATYANA FIKHMAN (619-527-7465) AND JESUS RAMOS (619-527-7438)

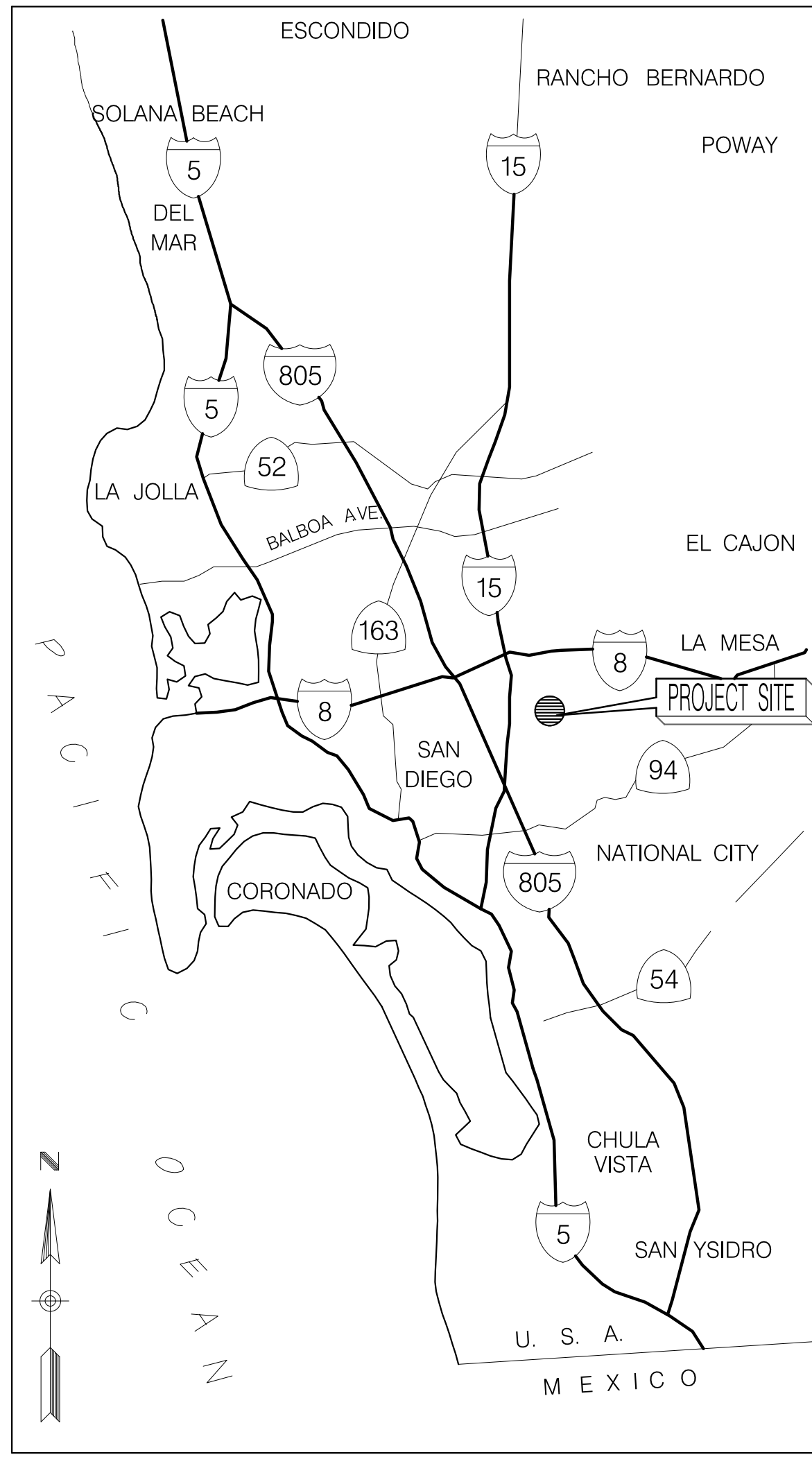
CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 3.4 ACRES
 HYDROLOGIC UNIT / WATERSHED PUEBLO SAN DIEGO
 HYDROLOGIC SUBAREA CHOLLAS HSA (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 1 2 3
 LUP RISK TYPE 1 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

EXISTING STRUCTURES

- EX WATER MAIN & VALVES
- EX WATER METER
- EX FIRE HYDRANT
- EX SEWER MAIN & MANHOLES
- EX DRAINS
- EX GROUND LINE (PROFILE)
- EX TRAFFIC SIGNAL
- EX STREET LIGHT
- EX GAS MAIN & VALVES
- EX ELEC. COND.
- EX TEL. COND.
- EX TREE
- EX INLET
- EX POWER POLE
- EX STORM DRAIN MANHOLE
- EX TEL. MANHOLE
- EX FLASHING PEDESTRIAN CROSSING SIGN
- EX GAS METER
- EX TRAFFIC PULL BOX
- EX ELEC. MANHOLE
- EX WATER BACKFLOW
- EX SURVEY MONUMENT
- EX SURVEY M-10

UNIVERSITY AVENUE COMPLETE STREET PHASE 1 FEDERAL-AID PROJECT: HSIPL 5004(207)



VICINITY MAP
SEE KEYMAP ON SHEET 3
NOT TO SCALE

WORK TO BE DONE

- THE PROJECT PROPOSES THE FOLLOWING IMPROVEMENTS TO THE UNIVERSITY AVENUE TRAFFIC CORRIDOR BETWEEN FAIRMOUNT AVENUE AND EUCLID AVENUE;
- INSTALL A HAWK TRAFFIC SIGNAL FOR THE UNIVERSITY AVENUE CROSSING AT THE 44TH STREET INTERSECTION.
 - ADD THREE ROUNDABOUTS ON UNIVERSITY AVENUE AT HIGHLAND AVENUE, CHAMOUNE AVENUE, AND MENLO AVENUE INTERSECTIONS.
 - INSTALL RAISED MEDIAN ALONG UNIVERSITY AVENUE FROM HIGHLAND AVENUE TO MENLO AVENUE WITH PEDESTRIAN CROSSING REFUGES AT THE 44TH STREET, 45TH STREET, AND 46TH STREET INTERSECTIONS.
 - WIDEN SIDEWALKS AND INSTALL STREET TREES ON THE NORTH AND SOUTH SIDES OF UNIVERSITY AVENUE BETWEEN HIGHLAND AVENUE AND MENLO AVENUE.
 - INSTALL CURB EXTENSIONS AT THE INTERSECTIONS OF UNIVERSITY AVENUE AND FAIRMOUNT AVENUE (SOUTHERN CORNERS), UNIVERSITY AVENUE AND 44TH STREET (NORTHWEST CORNER) AND UNIVERSITY AVENUE AND HIGHLAND AVENUE (NORTHERN CORNERS).
 - INSTALL STORM DRAIN ON UNIVERSITY AVENUE FROM HIGHLAND AVENUE TO 45TH STREET AND FROM MENLO AVENUE TO 47TH STREET.

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES
3	G-3	KEY MAP
4-9	D-1-6	DEMOLITION PLANS
10-11	C-1-2	TYPICAL SECTIONS
12-17	C-3-8	IMPROVEMENT PLANS
18-20	C-9-II	ROUNDABOUT DETAILS
21-23	C-12-14	ROUNDABOUT PROFILES
24-34	C-15-25	CONSTRUCTION DETAILS
35	C-26	BMP MAP
36-38	C-27-29	STORM DRAIN PLAN AND PROFILES
39	C-30	SURVEY MONUMENT MAP
40-43	C-31-34	SIGNING AND STRIPING PLANS
44-58	C-35-49	HORIZONTAL ALIGNMENT REPORT
59-68	L-1-10	LANDSCAPE PLANS
69-73	E-1-5	ELECTRICAL PLANS
74	C-50	CONSTRUCTION DETAILS
TI-T8	TC-1-8	TRAFFIC CONTROL PLANS

DISCIPLINE CODE

- G GENERAL
- D DEMOLITION
- C CIVIL
- L LANDSCAPE
- E ELECTRICAL
- TC TRAFFIC CONTROL

FIELD DATA

BENCHMARK: NEBP AUBURN DR. & EUCLID AVE. (Pt.#53)
 ELEV.= Elev. (345.208) MSL, Based on NGVD 29 FEET as shown in the City of San Diego Bench Book

FIELD NOTES:
 BASIS OF BEARINGS / COORDINATES:
 The Basis of Bearings for this project was derived from a previous STATIC GPS Survey using R.of 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 17 (Pt.#20017), and checking GPS 1076, GPS 1081, and GPS 1082 I.E. N 32° 02' 35" W,
 DATUM: MEAN SEA LEVEL

REFERENCES:
 Subdivision Maps: 1001, 1007, 1027, 1035, 1147, 1347, 6740, 10006, 10655, 14919, 15469
 Parcel Maps: 16357, 18444, 18673, 19854
 Corner Records: 1214, 1367, 1335, 1546, 2524, 2623, 3989, 4099, 5976, 7156, 7692, 8398, 13476, 13657, 14235, 14236, 14237, 16145, 16363, 20333, 25195, 29764, 32061, 33006, 33554, 33691
 City Drawings: 727-B, 5705-B, 5757-B, 12320-B, 16171-B, 19251-B, 8996-D, 2373-L

STREET CLASSIFICATION

STREET NAME: UNIVERISTY AVENUE
 4-LANE MAJOR, ADT=11,500

TRAFFIC CONTROL NOTES

THE CONTRACTOR SHALL, PER SECTION 7-10.2.2.4 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE WORKING DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF 20 WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

MONUMENTATION / SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS WHEN SETTING SURVEY MONUMENTS USED FOR RE- ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENT AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH THE COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

DECLARATION OF RESPONSIBLE CHARGE

* I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

Josh C. Stone
 JOSH C. STONE
 11/18/2021
 DATE

LEGEND

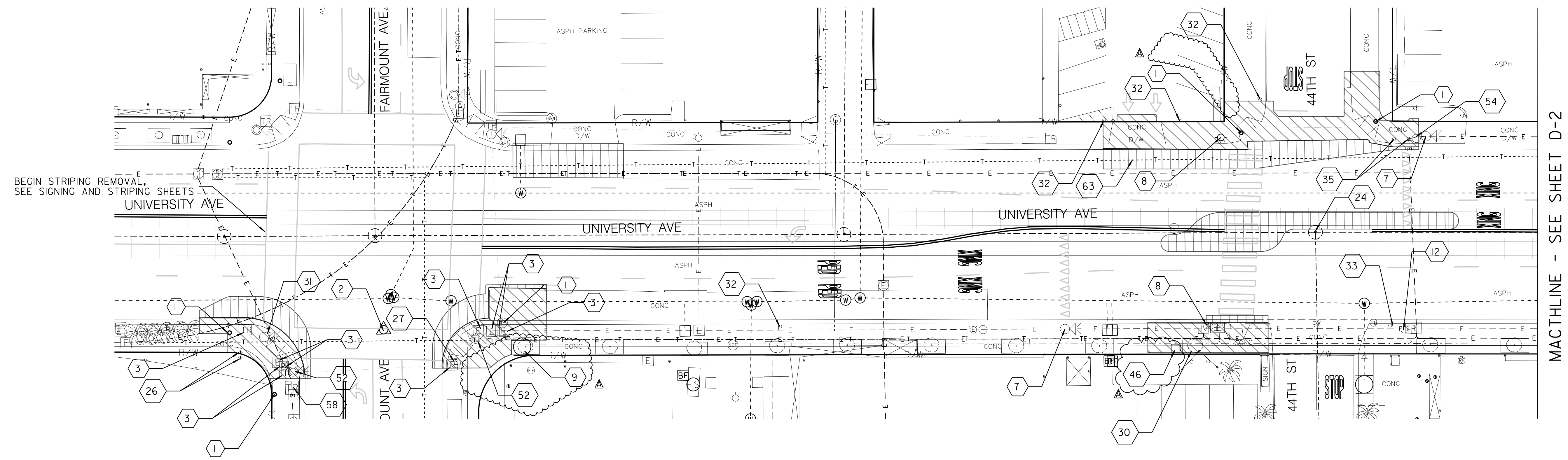
IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
CONCRETE SIDEWALK	SDG-155, SDG-156, SDG-109, G-10	
SCHEDULE "J" PAVEMENT SECTION (5.5" AC OVER 18" CTB)	SDG-113	
FULL WIDTH 3" PAVEMENT COLD MILL WITH 3" OVERLAY	SEE PLANS AND SPECS	
SLURRY SEAL, TYPE II	SEE PLANS AND SPECS	
CONCRETE TRUCK APRON	SEE PLANS AND SPECS	
DETECTABLE WARNING TILES	SDG-130	
LANDSCAPE AREA	SEE PLANS AND SPECS	
BIORETENTION AREA	SEE PLANS AND SPECS	
COMPACT TREE WELL	SEE PLANS AND SPECS	
SAWCUT EXISTING PAVEMENT	SEE PLANS AND SPECS	
WATER MAIN ADJUSTMENT	SEE PLANS AND SPECS	
CURB AND GUTTER	SDG-151, TYPE G	
6" MEDIAN CURB	SDG-154, TYPE B-2	
3" MEDIAN CURB	SEE PLANS AND SPECS	
CONCRETE CUTOFF WALL	SEE PLANS AND SPECS	
CHAIN LINK FENCE	SDM-112	
CURB RAMP TYPE A	SDG-133	
CURB RAMP TYPE B	SDG-133	
CURB RAMP TYPE CI	SDG-135	
CURB RAMP TYPE D	SDG-137	
PEDESTRIAN BARRICADE TYPE A	SDG-141	
PROTECTIVE RAILING AT CURB RAMPS	SDG-140	
STREET LIGHT	SDE-101, SEE PLANS AND SPECS	
BICYCLE CURB RAMP	SEE PLANS AND SPECS	
CONCRETE ALLEY APRON	SDG-120	
PCC CROSS GUTTER	SDG-157	
CONCRETE BUS STOP PAD	SDG-102	
MEDIAN ISLAND CUT-THROUGH	SDG-139	
TYPE A CONCRETE DRIVEWAY	SDG-159	
TYPE B CONCRETE DRIVEWAY	SDG-159	
STORM DRAIN PIPE	SEE PLANS AND SPECS	
PERFORATED UNDERDRAIN	SDSW-102	
TYPE A-4 STORM DRAIN CLEANOUT	D-09	
TYPE A CURB INLET	SDD-116	
TYPE B CURB INLET	SDD-116	
TYPE I CATCH BASIN	D-29	
UNDERDRAIN CLEANOUT	SDSW-101	
RECTANGULAR RAPID FLASHING BEACON	SEE PLANS AND SPECS	

AS-BUILT INFORMATION		PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1	
MATERIALS	MANUFACTURER	TITLE SHEET	
-	-	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 74 SHEETS	
-	-	WBS S-18001	
-	-	APPROVED: <i>Mastaneh Ashrafzadeh</i> 12/09/2021 FOR CITY ENGINEER DATE MASTANEH ASHRAFZADEH 87148 PRINT DCE NAME RCE#	
-	-	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER	
-	-	CHECKED BY: ALBERT CHAO PROJECT ENGINEER	
CONSULTANT		DESCRIPTION BY APPROVED DATE FILMED	
Michael Baker INTERNATIONAL		ORIGINAL GR <i>Mastaneh Ashrafzadeh</i> 12/09/2021	ADDENDUM A GR <i>Mastaneh Ashrafzadeh</i> 05/12/2022
5050 AVENIDA ENCINAS, SUITE 260 CARLSBAD, CA 92008 PHONE: (760)476-9193 MBAKERINTL.COM		SEE EACH SHEET CCS27 COORDINATE	
SPEC. NO. 1896A		SEE EACH SHEET CCS83 COORDINATE	
DATE: 11/18/2021		41274-01-D	
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
A	5/11/22	01,10-11,14-15,17,24-26,29,31,36,45-46,74	

The City of
SAN DIEGO



Transportation
Department



BEGIN STRIPING REMOVAL, SEE SIGNING AND STRIPING SHEETS

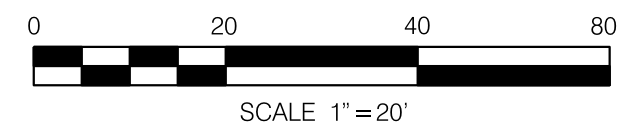
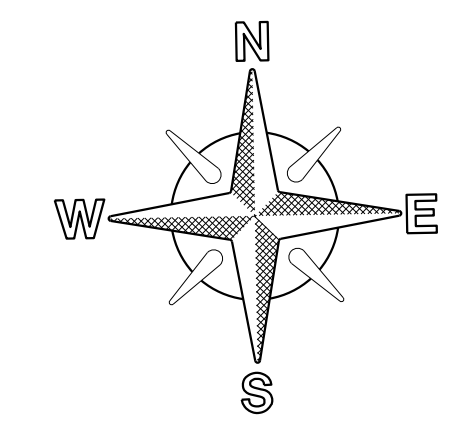
MACTHLINE - SEE SHEET D-2

- DEMOLITION NOTES
- 1 CITY SURVEYOR TO TIE OUT AND REPLACE EXISTING SURVEY MONUMENT
 - 2 PROTECT EXISTING SURVEY M-10 IN PLACE AND ADJUST COVER TO GRADE
 - 3 ADJUST EXISTING TRAFFIC SIGNAL/ELECTRICAL PULL BOX TO GRADE
 - 7 REMOVE EXISTING POLE, MAST ARM, SIGNS, AND SOLAR POWERED FLASHING BEACON SYSTEM, SEE E SHEETS
 - 8 REMOVE EXISTING POLE, SIGNS, PUSH BUTTON, AND SOLAR POWERED RAPID FLASHING BEACON SYSTEM, SEE E SHEETS
 - 9 PROTECT EXISTING FIRE HYDRANT IN PLACE
 - 24 ADJUST EXISTING SEWER MANHOLE TO GRADE
 - 26 ADJUST EXISTING SEWER CLEANOUT COVER TO GRADE
 - 27 REMOVE AND RELOCATE EXISTING PEDESTRIAN PUSHBUTTON AND POLE, SEE E SHEETS
 - 30 PROTECT EXISTING TREE IN PLACE
 - 31 PROTECT EXISTING TYPE I-A POLE IN PLACE
 - 32 PROTECT EXISTING SIGN(S) AND POLE IN PLACE
 - 33 REMOVE EXISTING PEDESTRIAN BARRICADE
 - 35 REMOVE MUTCD R9-3 SIGN AND POLE
 - 46 USPS TO RELOCATE EXISTING COLLECTION BOX, CONTRACTOR TO COORDINATE WITH USPS
 - 52 PROTECT EXISTING TRAFFIC SIGNAL POLE, SIGNAL HEADS, AND STREET LIGHT IN PLACE
 - 54 REMOVE AND RELOCATE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION TRASH CAN, CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
 - 58 PROTECT EXISTING TRAFFIC SIGNAL CONTROLLER CABINET IN PLACE
 - 63 PROTECT EXISTING UNDERGROUND TILE DUCT IN PLACE

-  REMOVE STREET AC PAVEMENT, CONCRETE (CROSS GUTTERS, CURB AND GUTTERS, RAMPS, DRIVEWAYS, ETC.), AND ALL OTHER MATERIALS AS REQUIRED FOR NEW CONSTRUCTION
-  REMOVE AC PAVEMENT, BASE, SUBGRADE, AND ALL OTHER MATERIALS TO NEW SUBRADE ELEVATION AS REQUIRED FOR NEW CONSTRUCTION

NOTE: LEAD BASED PAINT
CONTRACTOR SHALL DETERMINE IF LEAD BASED PAINT IS PRESENT ON EACH ITEM TO BE REMOVED. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ITEMS ON WHICH LEAD BASED PAINT IS PRESENT ACCORDING TO ALL APPLICABLE REGULATIONS AND PROCEDURES GOVERNING THE REMOVAL, HANDLING, AND DISPOSAL OF LEAD BASED PAINT ITEMS

CAUTION
1.5" HP GAS CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E EIGHT (8) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED

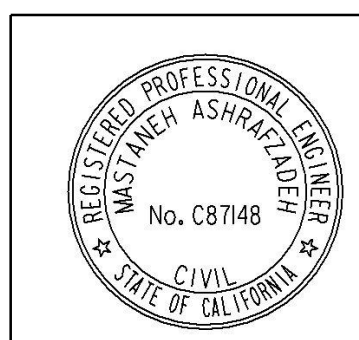


D-1

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1 DEMOLITION PLANS

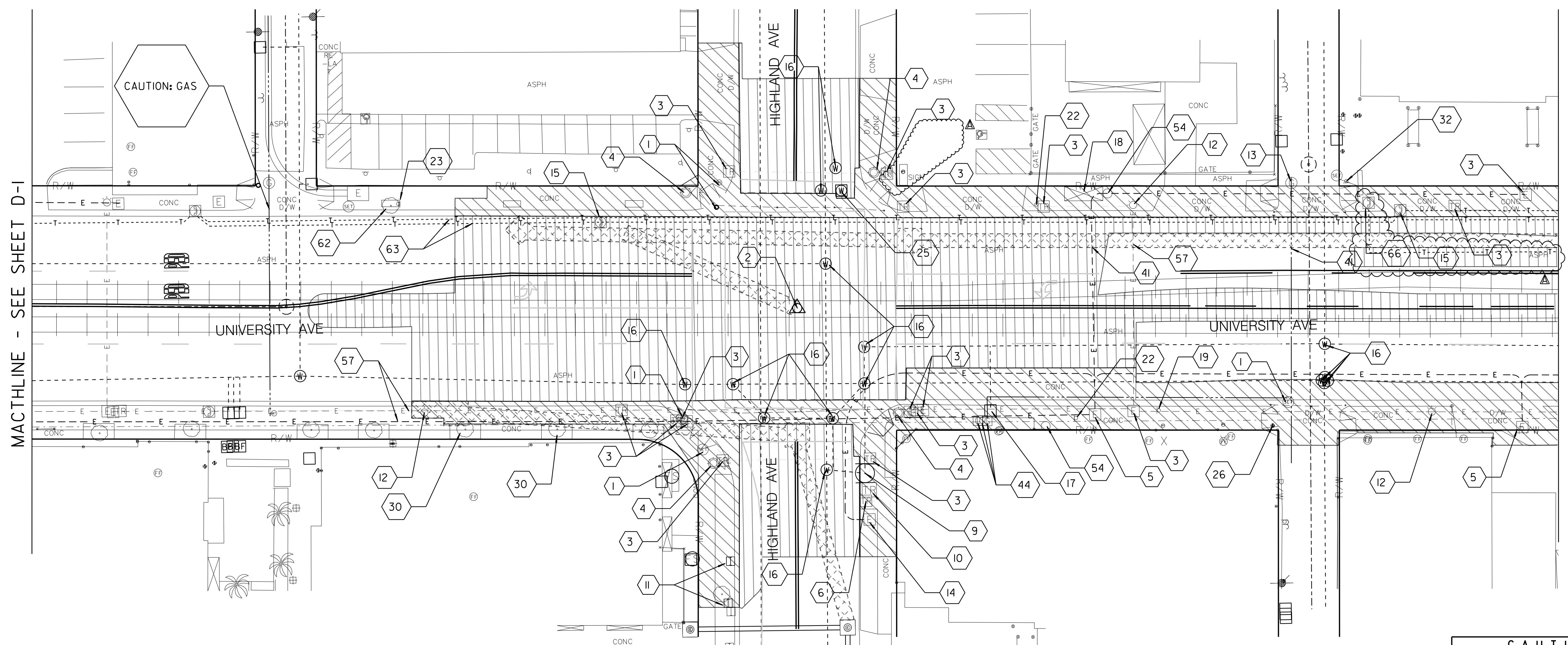
CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 04 OF 73 SHEETS

WBS S-18001



APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER CHECKED BY: ALBERT CHAO PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AC	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	
		210-1737		
		1850-6298		
		CCS27 COORDINATE		
		CCS83 COORDINATE		

CONTRACTOR INSPECTOR DATE STARTED DATE COMPLETED 41274-04-D



MACTHLINE - SEE SHEET D-1

MACTHLINE - SEE SHEET D-3

DEMOLITION NOTES

- ① CITY SURVEYOR TO TIE OUT AND REPLACE EXISTING SURVEY MONUMENT
- ② PROTECT EXISTING SURVEY M-10 IN PLACE AND ADJUST COVER TO GRADE
- ③ ADJUST EXISTING TRAFFIC SIGNAL/ELECTRICAL PULL BOX TO GRADE
- ④ REMOVE EXISTING POLE, MAST ARM, FIXTURE, SIGNAL HEADS, AND STREET LIGHT; AND ABANDON FOUNDATION. SEE E SHEETS
- ⑤ SDG&E TO ADJUST EXISTING ELECTRICAL PULL BOX TO GRADE CONTRACTOR TO COORDINATE
- ⑥ REMOVE EXISTING PULL BOX AND REROUTE CONDUITS TO NEW PULL BOX, SEE E SHEETS
- ⑨ PROTECT EXISTING FIRE HYDRANT IN PLACE
- ⑩ REMOVE EXISTING TRAFFIC CONTROLLER CABINET, FOUNDATION, AND EQUIPMENT. REPLACE WITH NUMBER 6 PULL BOX AND RETAIN POWER CABLE AND INTERCONNECT CONDUIT CABLE WIRES IN NEW PULL BOX. SALVAGE EXISTING CONTROLLER EQUIPMENT TO CITY OF SAN DIEGO CHOLLAS OPERATIONS YARD. SEE E SHEETS
- ⑪ PROTECT EXISTING IRRIGATION CONTROLLER IN PLACE
- ⑫ REMOVE EXISTING STREET LIGHT; SALVAGE SIGN(S) AND BRACKETS TO CITY HEIGHTS BUSINESS ASSOCIATION. SEE E SHEETS
- ⑬ SDG&E TO ADJUST EXISTING GAS VALVE COVER TO GRADE
- ⑭ PROTECT EXISTING ELECTRICAL METER PEDESTAL IN PLACE
- ⑮ AT&T TO ADJUST MANHOLE VAULT TO GRADE CONTRACTOR TO COORDINATE
- ⑯ ADJUST EXISTING WATER GATE VALVE COVER TO GRADE
- ⑰ PROTECT EXISTING WATER METER IN PLACE AND ADJUST COVER TO GRADE
- ⑱ REMOVE, STORE, AND RELOCATE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION BUS SHELTER. CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
- ⑲ REMOVE MUTCD R3-9cP, R7-5, AND R7-2A SIGNS AND POLE
- ⑳ MTS TO REMOVE AND SALVAGE MTS BUS STOP SIGN, CONTRACTOR TO REMOVE POLE

- ⑳ REMOVE MUTCD W11-2 SIGN AND POLE
- ㉑ ADJUST EXISTING WATER MANHOLE TO GRADE
- ㉒ ADJUST EXISTING SEWER CLEANOUT COVER TO GRADE
- ⑳ PROTECT EXISTING TREE IN PLACE
- ㉓ PROTECT EXISTING SIGN(S) AND POLE IN PLACE
- ㉔ SDG&E TO RELOCATE EXISTING UNDERGROUND UTILITY CONTRACTOR TO COORDINATE
- ㉕ SDG&E TO ADJUST EXISTING GAS METER TO GRADE
- ㉖ REMOVE AND RELOCATE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION TRASH CAN, CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
- ㉗ RELOCATE EXISTING CITY OF SAN DIEGO OWNED UNDERGROUND UTILITY, SEE E SHEETS
- ㉘ REMOVE EXISTING TREE

㉙ PROTECT EXISTING UNDERGROUND TILE DUCT IN PLACE

㉚ CROWN CASTLE TO ADJUST EXISTING PULL BOX TO GRADE, CONTRACTOR TO COORDINATE

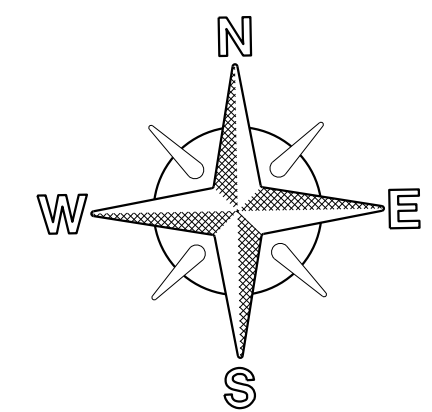
REMOVE STREET AC PAVEMENT, CONCRETE (CROSS GUTTERS, CURB AND GUTTERS, RAMPS, DRIVEWAYS, ETC.), AND ALL OTHER MATERIALS AS REQUIRED FOR NEW CONSTRUCTION

REMOVE AC PAVEMENT, BASE, SUBGRADE, AND ALL OTHER MATERIALS TO NEW SUBGRADE ELEVATION AS REQUIRED FOR NEW CONSTRUCTION

TRENCH AREA

NOTE: LEAD BASED PAINT
CONTRACTOR SHALL DETERMINE IF LEAD BASED PAINT IS PRESENT ON EACH ITEM TO BE REMOVED. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ITEMS ON WHICH LEAD BASED PAINT IS PRESENT ACCORDING TO ALL APPLICABLE REGULATIONS AND PROCEDURES GOVERNING THE REMOVAL, HANDLING, AND DISPOSAL OF LEAD BASED PAINT ITEMS

CAUTION
1.5" HP GAS CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E EIGHT (8) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED



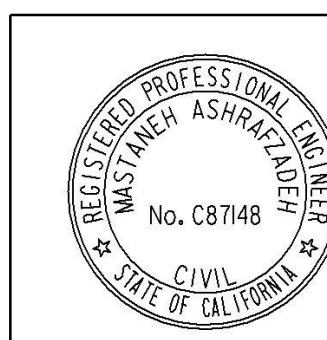
0 20 40 80
SCALE 1"=20'

D-2

PLANS FOR THE CONSTRUCTION OF
UNIVERSITY AVENUE COMPLETE STREET
PHASE 1
DEMOLITION PLANS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 05 OF 73 SHEETS

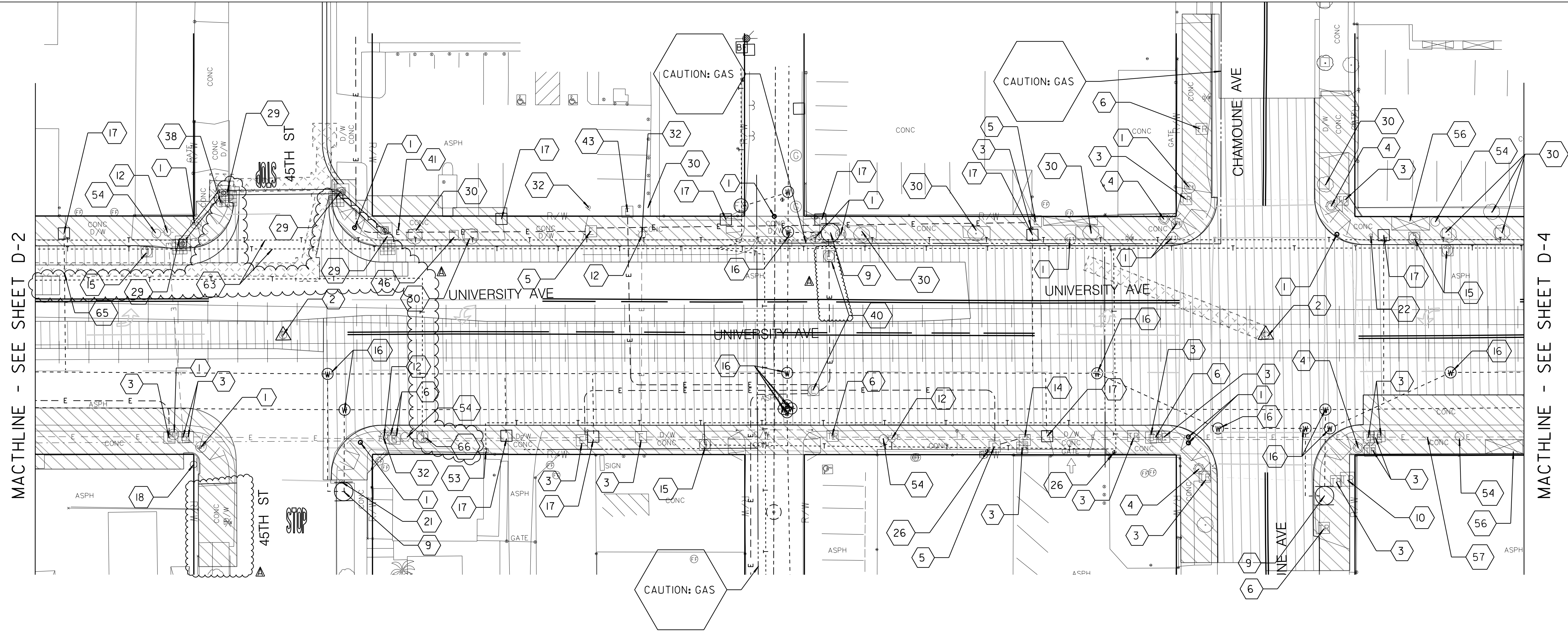
WBS S-18001



APPROVED FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	SUBMITTED BY NAZIE MANSURY PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	AC	Mastaneh Ashrafzadeh
ADDENDUM A	AC	Mastaneh Ashrafzadeh
DATE	DATE	DATE
12/09/2021	05/12/2022	
FILMED		
PROJECT ENGINEER ALBERT CHAO	210-1737	
CCS27 COORDINATE	1850-6298	
CCS83 COORDINATE		

CONTRACTOR INSPECTOR DATE STARTED DATE COMPLETED

41274-05-D



MACTHLINE - SEE SHEET D-2

MACTHLINE - SEE SHEET D-4

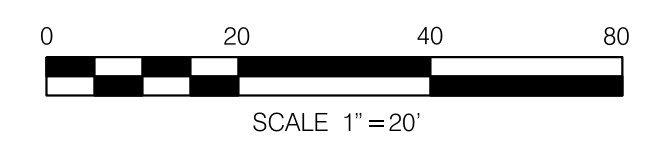
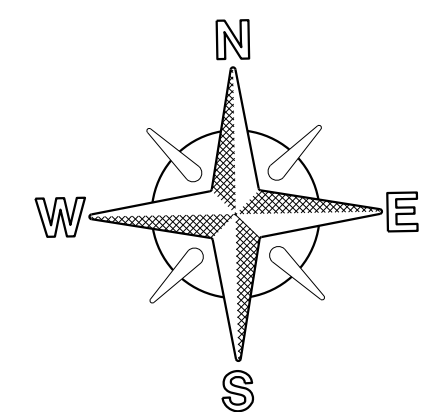
DEMOLITION NOTES

- ① CITY SURVEYOR TO TIE OUT AND REPLACE EXISTING SURVEY MONUMENT
- ② PROTECT EXISTING SURVEY M-10 IN PLACE AND ADJUST COVER TO GRADE
- ③ ADJUST EXISTING TRAFFIC SIGNAL/ELECTRICAL PULL BOX TO GRADE
- ④ REMOVE EXISTING POLE, MAST ARM, FIXTURE, SIGNAL HEADS, AND STREET LIGHT AND ABANDON FOUNDATION. SEE E SHEETS
- ⑤ SDG&E TO ADJUST EXISTING ELECTRICAL PULL BOX TO GRADE CONTRACTOR TO COORDINATE
- ⑥ REMOVE EXISTING PULL BOX AND REROUTE CONDUITS TO NEW PULL BOX, SEE E SHEETS
- ⑨ PROTECT EXISTING FIRE HYDRANT IN PLACE
- ⑩ REMOVE EXISTING TRAFFIC CONTROLLER CABINET, FOUNDATION, AND EQUIPMENT. REPLACE WITH NUMBER 6 PULL BOX AND RETAIN POWER CABLE AND INTERCONNECT CONDUIT CABLE WIRES IN NEW PULL BOX. SALVAGE EXISTING CONTROLLER EQUIPMENT TO CITY OF SAN DIEGO CHOLLAS OPERATIONS YARD. SEE E SHEETS
- ⑫ REMOVE EXISTING STREET LIGHT; SALVAGE SIGN(S) AND BRACKETS TO CITY HEIGHTS BUSINESS ASSOCIATION. SEE E SHEETS
- ⑭ PROTECT EXISTING ELECTRICAL METER PEDESTAL IN PLACE
- ⑮ AT&T TO ADJUST MANHOLE VAULT TO GRADE CONTRACTOR TO COORDINATE

- ⑯ ADJUST EXISTING WATER GATE VALVE COVER TO GRADE
- ⑰ PROTECT EXISTING WATER METER IN PLACE AND ADJUST COVER TO GRADE
- ⑳ REMOVE MUTCD D3-1 AND RI-1 SIGNS AND POLE
- ㉑ MTS TO REMOVE AND SALVAGE MTS BUS STOP SIGN, CONTRACTOR TO REMOVE POLE
- ㉒ ADJUST EXISTING SEWER CLEANOUT COVER TO GRADE
- ㉓ REMOVE EXISTING CURB INLET
- ⑳ PROTECT EXISTING TREE IN PLACE
- ㉔ PROTECT EXISTING SIGN(S) AND POLE IN PLACE
- ㉕ REMOVE MUTCD RI-1 SIGN AND POLE
- ④ SDG&E TO ADJUST EXISTING VAULT COVER TO GRADE CONTRACTOR TO COORDINATE

- ④③ PROTECT EXISTING ELECTRICAL TRANSFORMER IN PLACE
- ④④ USPS TO RELOCATE EX COLLECTION BOX, CONTRACTOR TO COORDINATE WITH USPS
- ④⑤ REMOVE EXISTING PAY PHONE STRUCTURE
- ④⑥ REMOVE AND RELOCATE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION TRASH CAN, CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
- ④⑦ REMOVE AND SALVAGE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION BUS SHELTER, CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
- ④⑧ RELOCATE EXISTING CITY OF SAN DIEGO OWNED UNDERGROUND UTILITY, SEE E SHEETS
- ④⑨ PROTECT EXISTING UNDERGROUND TILE DUCT IN PLACE
- ④⑩ RELOCATE EXISTING DOMESTIC WATER LATERAL
- ④⑪ CROWN CASTLE TO ADJUST EXISTING PULL BOX TO GRADE, CONTRACTOR TO COORDINATE

CAUTION
1.5" HP GAS CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E EIGHT (8) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED



- REMOVE STREET AC PAVEMENT, CONCRETE (CROSS GUTTERS, CURB AND GUTTERS, RAMPS, DRIVEWAYS, ETC.), AND ALL OTHER MATERIALS AS REQUIRED FOR NEW CONSTRUCTION
- REMOVE AC PAVEMENT, BASE, SUBGRADE, AND ALL OTHER MATERIALS TO NEW SUBGRADE ELEVATION AS REQUIRED FOR NEW CONSTRUCTION
- TRENCH AREA

NOTE: LEAD BASED PAINT
CONTRACTOR SHALL DETERMINE IF LEAD BASED PAINT IS PRESENT ON EACH ITEM TO BE REMOVED. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ITEMS ON WHICH LEAD BASED PAINT IS PRESENT ACCORDING TO ALL APPLICABLE REGULATIONS AND PROCEDURES GOVERNING THE REMOVAL, HANDLING, AND DISPOSAL OF LEAD BASED PAINT ITEMS

D-3

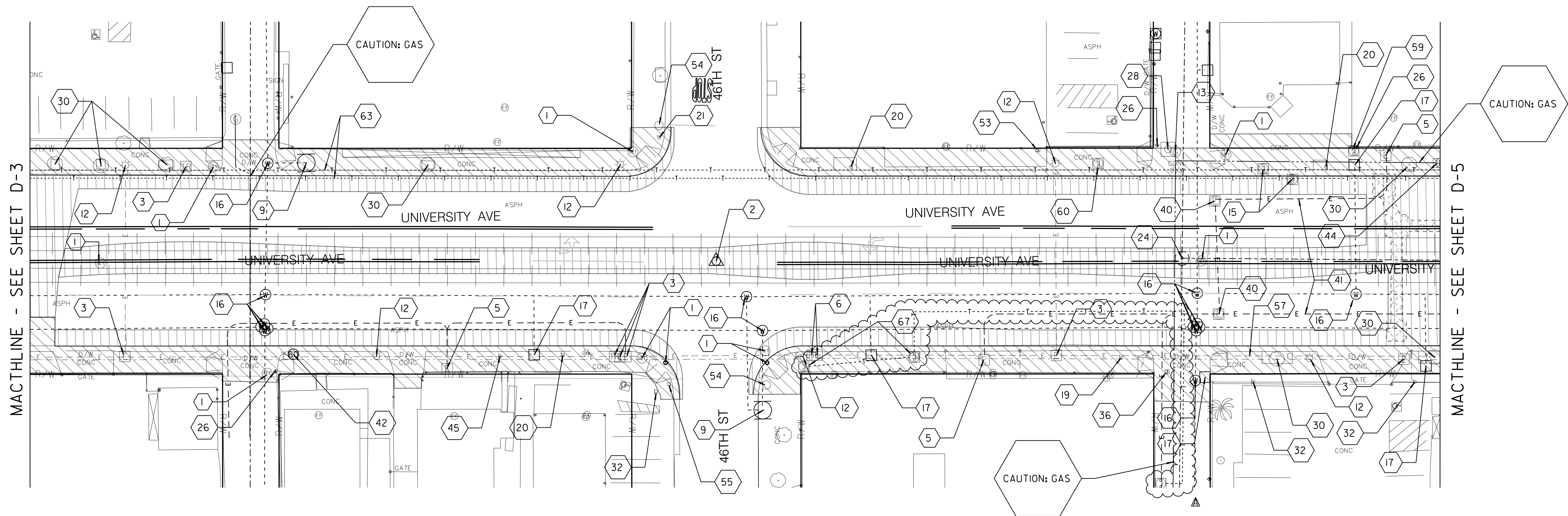
PLANS FOR THE CONSTRUCTION OF
UNIVERSITY AVENUE COMPLETE STREET
PHASE 1
DEMOLITION PLANS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 06 OF 73 SHEETS

APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER		DATE: 12/09/2021	PROJECT MANAGER: NAZIE MANSURY
PRINT DCE NAME: MASTANEH ASHRAFZADEH		RCE#: 87148	PROJECT ENGINEER: ALBERT CHAO
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	AC	<i>Mastaneh Ashrafzadeh</i>	12/09/2021
ADDENDUM A	AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022
			210-1737
			1850-6298
			CCS27 COORDINATE
			CCS83 COORDINATE
CONTRACTOR INSPECTOR			41274-06-D



DATE STARTED _____ DATE COMPLETED _____



MACTHLINE - SEE SHEET D-3

MACTHLINE - SEE SHEET D-5

DEMOLITION NOTES

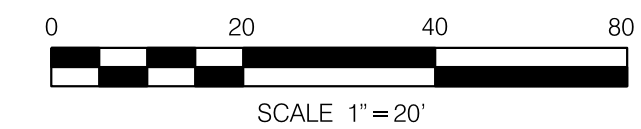
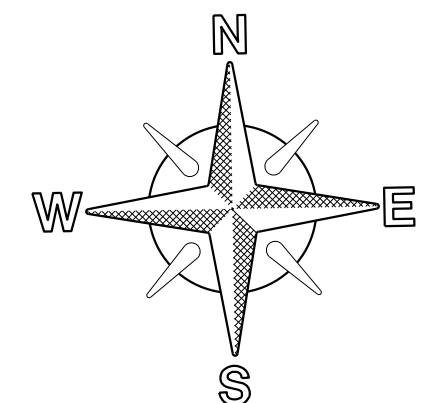
- ① CITY SURVEYOR TO TIE OUT AND REPLACE EXISTING SURVEY MONUMENT
- ② PROTECT EXISTING SURVEY M-10 IN PLACE AND ADJUST COVER TO GRADE
- ③ ADJUST EXISTING TRAFFIC SIGNAL/ELECTRICAL PULL BOX TO GRADE
- ⑤ SDG&E TO ADJUST EXISTING ELECTRICAL PULL BOX TO GRADE CONTRACTOR TO COORDINATE
- ⑥ REMOVE EXISTING PULL BOX AND REROUTE CONDUITS TO NEW PULL BOX, SEE E SHEETS
- ⑨ PROTECT EXISTING FIRE HYDRANT IN PLACE
- ⑫ REMOVE EXISTING STREET LIGHT; SALVAGE SIGN(S) AND BRACKETS TO CITY HEIGHTS BUSINESS ASSOCIATION, SEE E SHEETS
- ⑬ SDG&E TO ADJUST EXISTING GAS VALVE COVER TO GRADE
- ⑮ AT&T TO ADJUST MANHOLE VAULT TO GRADE CONTRACTOR TO COORDINATE
- ⑯ ADJUST EXISTING WATER GATE VALVE COVER TO GRADE
- ⑰ PROTECT EXISTING WATER METER IN PLACE AND ADJUST COVER TO GRADE
- ⑲ REMOVE MUTCD R3-9cP, R7-5, AND R7-2A SIGNS AND POLE
- ⑳ REMOVE MUTCD R7-2A SIGN AND POLE
- ㉔ ADJUST EXISTING SEWER MANHOLE TO GRADE
- ㉖ ADJUST EXISTING SEWER CLEANOUT COVER TO GRADE
- ㉘ ADJUST EXISTING STORMDRAIN MANHOLE TO GRADE
- ③① PROTECT EXISTING TREE IN PLACE
- ③② PROTECT EXISTING SIGN(S) AND POLE IN PLACE
- ③⑥ CROWN CASTLE TO ADJUST EXISTING HANDHOLE TO GRADE CONTRACTOR TO COORDINATE WITH CROWN CASTLE
- ④① SDG&E TO ADJUST EXISTING VAULT COVER TO GRADE CONTRACTOR TO COORDINATE
- ④② SDG&E TO RELOCATE EXISTING UNDERGROUND UTILITY CONTRACTOR TO COORDINATE
- ④② PROTECT EXISTING AIR-RELEASE VALVE IN PLACE

- ④④ SDG&E TO ADJUST EXISTING GAS METER TO GRADE
- ④⑤ REMOVE MUTCD R7-5 SIGN AND POLE
- ⑤③ REMOVE EXISTING PAY PHONE STRUCTURE
- ⑤④ REMOVE AND RELOCATE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION TRASH CAN, CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
- ⑤⑤ REMOVE MUTCD R6-(KL) SIGN AND POLE
- ⑤⑦ RELOCATE EXISTING CITY OF SAN DIEGO OWNED UNDERGROUND UTILITY, SEE E SHEETS
- ⑤⑨ COX TO ADJUST EXISTING PULL BOX TO GRADE
- ⑥① PROTECT IN PLACE EXISTING COMMUNICATIONS BOX PEDESTAL
- ⑥③ PROTECT EXISTING UNDERGROUND TILE DUCT IN PLACE
- ⑥⑦ CROWN CASTLE TO RELOCATE EXISTING PULL BOX, CONTRACTOR TO COORDINATE

- REMOVE STREET AC PAVEMENT, CONCRETE (CROSS GUTTERS, CURB AND GUTTERS, RAMPS, DRIVEWAYS, ETC.), AND ALL OTHER MATERIALS AS REQUIRED FOR NEW CONSTRUCTION
- REMOVE AC PAVEMENT, BASE, SUBGRADE, AND ALL OTHER MATERIALS TO NEW SUBGRADE ELEVATION AS REQUIRED FOR NEW CONSTRUCTION
- TRENCH AREA

NOTE: LEAD BASED PAINT
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CAUTION
 2" HP GAS CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E EIGHT (8) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED

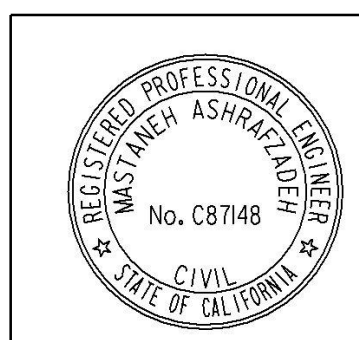


D-4

**PLANS FOR THE CONSTRUCTION OF
 UNIVERSITY AVENUE COMPLETE STREET
 PHASE 1
 DEMOLITION PLANS**

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 07 OF 73 SHEETS

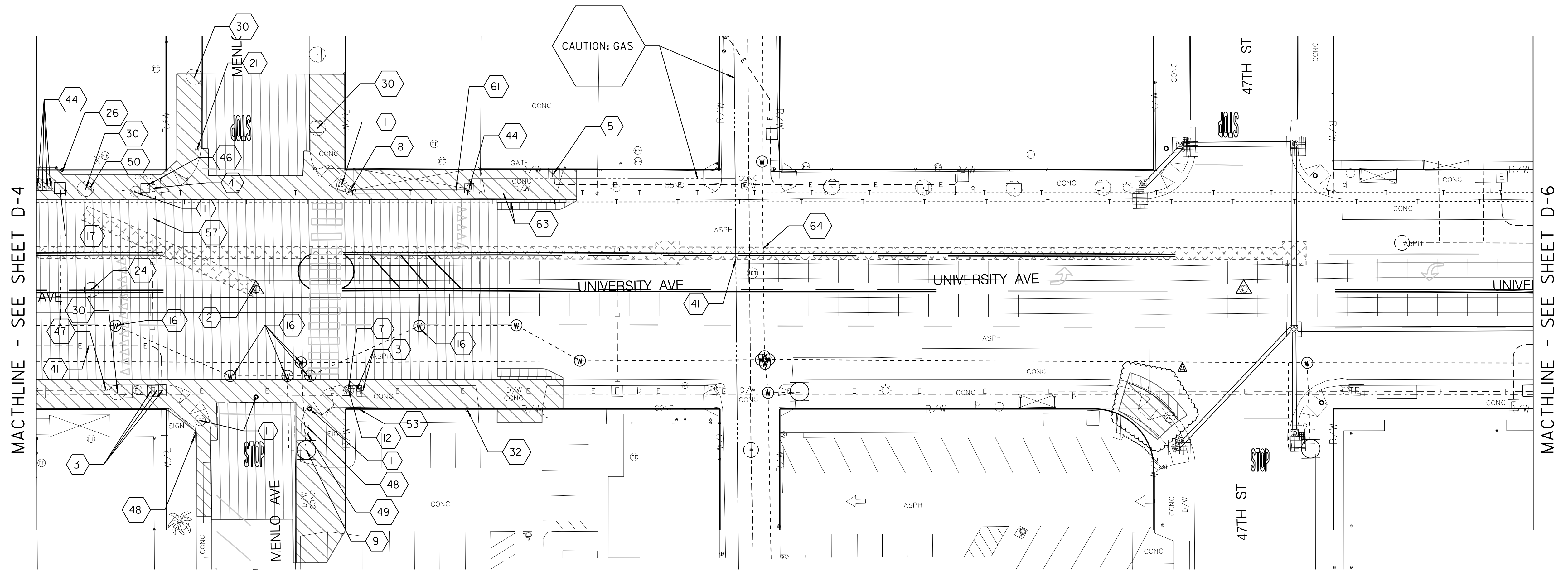
WBS S-18001



APPROVED: <i>Mastaneh Ashrafzadeh</i> 12/09/2021		DATE		SUBMITTED BY: NAZIE MANSURY	
FOR CITY ENGINEER: MASTANEH ASHRAFZADEH		DATE: 12/09/2021		PROJECT MANAGER	
PRINT DCE NAME: MASTANEH ASHRAFZADEH		RCE#: 87148		CHIEF ENGINEER: ALBERT CHAO	
DESCRIPTION		BY	APPROVED	DATE	FILMED
ORIGINAL		AC	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	210-1737
ADDENDUM A		AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	CCS27 COORDINATE
					1850-6298
					CCS83 COORDINATE

CONTRACTOR	DATE STARTED	INSPECTOR	DATE COMPLETED

41274-07-D



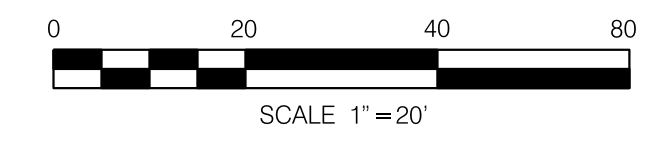
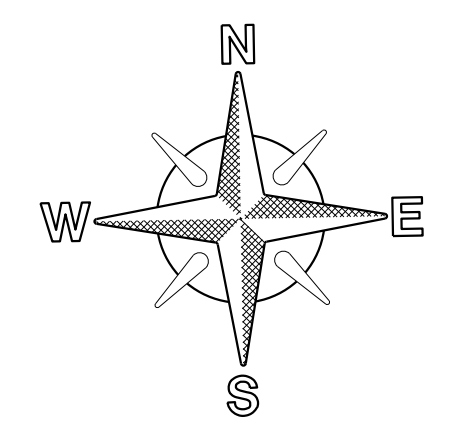
DEMOLITION NOTES

- ① CITY SURVEYOR TO TIE OUT AND REPLACE EXISTING SURVEY MONUMENT
- ② PROTECT EXISTING SURVEY M-10 IN PLACE AND ADJUST COVER TO GRADE
- ③ ADJUST EXISTING TRAFFIC SIGNAL/ELECTRICAL PULL BOX TO GRADE
- ④ REMOVE EXISTING POLE, MAST ARM, FIXTURE, SIGNAL HEADS, AND STREET LIGHT; AND ABANDON FOUNDATION. SEE E SHEETS
- ⑤ SDG&E TO ADJUST EXISTING ELECTRICAL PULL BOX TO GRADE CONTRACTOR TO COORDINATE
- ⑦ REMOVE EXISTING POLE, MAST ARM, SIGNS, AND SOLAR POWERED FLASHING BEACON SYSTEM. SEE E SHEETS
- ⑧ REMOVE EXISTING POLE, SIGNS, PUSH BUTTON, AND SOLAR POWERED FLASHING BEACON SYSTEM. SEE E SHEETS
- ⑨ PROTECT EXISTING FIRE HYDRANT IN PLACE
- ⑫ REMOVE EXISTING STREET LIGHT; SALVAGE SIGN(S) AND BRACKETS TO CITY HEIGHTS BUSINESS ASSOCIATION. SEE E SHEETS
- ⑯ ADJUST EXISTING WATER GATE VALVE COVER TO GRADE
- ⑰ PROTECT EXISTING WATER METER IN PLACE AND ADJUST COVER TO GRADE

- ⑳ REMOVE MUTCD D3-1 AND RI-1 SIGNS AND POLE
- ㉔ ADJUST EXISTING SEWER MANHOLE TO GRADE
- ㉖ ADJUST EXISTING SEWER CLEANOUT COVER TO GRADE
- ㉚ PROTECT EXISTING TREE IN PLACE
- ㉛ PROTECT EXISTING SIGN(S) AND POLE IN PLACE
- ㉜ SDG&E TO RELOCATE EXISTING UNDERGROUND UTILITY CONTRACTOR TO COORDINATE
- ㉝ SDG&E TO ADJUST EXISTING GAS METER TO GRADE

- ㉞ USPS TO RELOCATE EX COLLECTION BOX, CONTRACTOR TO COORDINATE WITH USPS
- ㉟ REMOVE MUTCD R7-5 AND R7-2A SIGNS AND POLE
- ㊱ REMOVE MUTCD R6-1(R), R5-1, AND R5-1A SIGNS AND POLE
- ㊲ REMOVE MUTCD D3-1, RI-1, AND W4-4P SIGNS AND POLE
- ㊳ REMOVE EXISTING PAY PHONE STRUCTURE
- ㊴ RELOCATE EXISTING CITY OF SAN DIEGO OWNED UNDERGROUND UTILITY, SEE E SHEETS
- ㊵ REMOVE MUTCD RI-5 SIGN AND POLE
- ㊶ PROTECT EXISTING UNDERGROUND TILE DUCT IN PLACE
- ㊷ RELOCATE EXISTING 8" DOMESTIC WATER

CAUTION
 6" HP GAS CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E EIGHT (8) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED



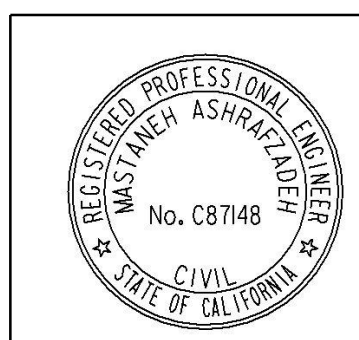
- REMOVE STREET AC PAVEMENT, CONCRETE (CROSS GUTTERS, CURB AND GUTTERS, RAMPS, DRIVEWAYS, ETC.), AND ALL OTHER MATERIALS AS REQUIRED FOR NEW CONSTRUCTION
- REMOVE AC PAVEMENT, BASE, SUBGRADE, AND ALL OTHER MATERIALS TO NEW SUBGRADE ELEVATION AS REQUIRED FOR NEW CONSTRUCTION
- TRENCH AREA

NOTE: LEAD BASED PAINT
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D-5

**PLANS FOR THE CONSTRUCTION OF
 UNIVERSITY AVENUE COMPLETE STREET
 PHASE 1
 DEMOLITION PLANS**

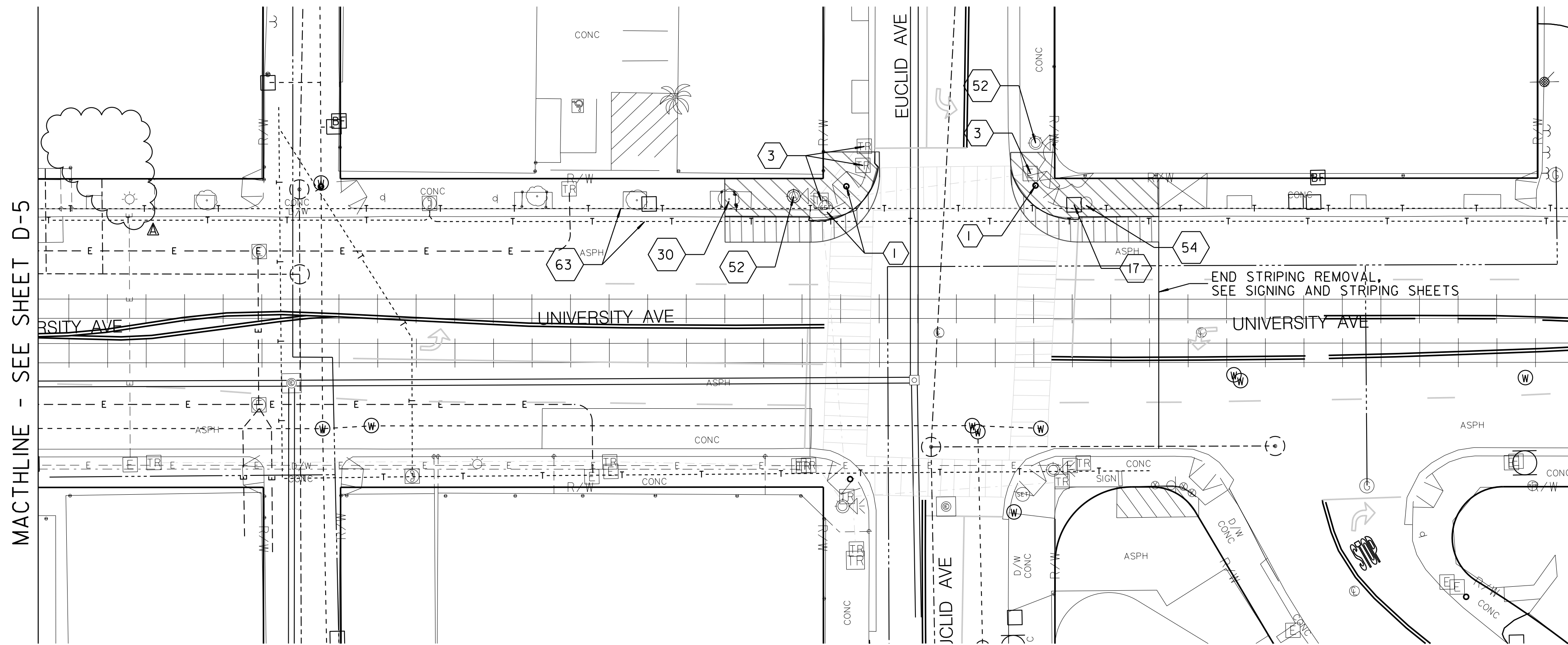
CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 08 OF 73 SHEETS



APPROVED: Mastaneh Ashrafzadeh FOR CITY ENGINEER	DATE: 12/09/2021	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER
PRINT DCE NAME: MASTANEH ASHRAFZADEH	RCE#: 87148	CHECKED BY: ALBERT CHAO PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	AC	Mastaneh Ashrafzadeh
ADDENDUM A	AC	Mastaneh Ashrafzadeh
		DATE
		12/09/2021
		05/12/2022
		FILED
		210-1737
		CCS27 COORDINATE
		1850-6298
		CCS83 COORDINATE

CONTRACTOR INSPECTOR _____ DATE STARTED _____ DATE COMPLETED _____

41274-08-D



MACTHLINE - SEE SHEET D-5

END STRIPING REMOVAL, SEE SIGNING AND STRIPING SHEETS

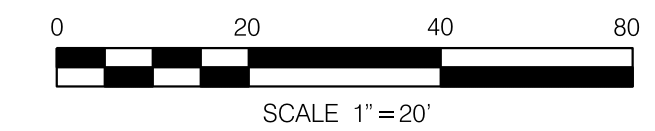
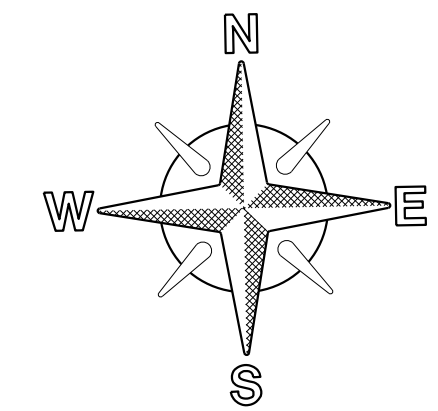
DEMOLITION NOTES

- ① CITY SURVEYOR TO TIE OUT AND REPLACE EXISTING SURVEY MONUMENT
- ③ ADJUST EXISTING TRAFFIC SIGNAL/ELECTRICAL PULL BOX TO GRADE
- ⑱ PROTECT EXISTING WATER METER IN PLACE AND ADJUST COVER TO GRADE
- ⑳ PROTECT EXISTING TREE IN PLACE
- ⑵ PROTECT EXISTING TRAFFIC SIGNAL POLE, SIGNAL HEADS, AND STREET LIGHT IN PLACE
- ⑶ REMOVE AND RELOCATE EXISTING CITY HEIGHTS BUSINESS ASSOCIATION TRASH CAN, CONTRACTOR TO COORDINATE WITH CITY HEIGHTS BUSINESS ASSOCIATION
- ⑷ PROTECT EXISTING UNDERGROUND TILE DUCT IN PLACE

REMOVE STREET AC PAVEMENT, CONCRETE (CROSS GUTTERS, CURB AND GUTTERS, RAMPS, DRIVEWAYS, ETC.), AND ALL OTHER MATERIALS AS REQUIRED FOR NEW CONSTRUCTION

REMOVE AC PAVEMENT, BASE, SUBGRADE, AND ALL OTHER MATERIALS TO NEW SUBGRADE ELEVATION AS REQUIRED FOR NEW CONSTRUCTION

NOTE: LEAD BASED PAINT
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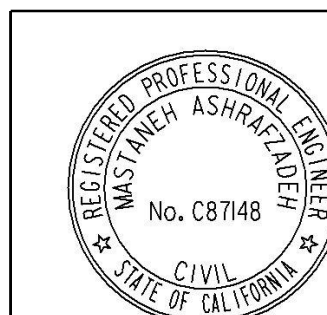


D-6

PLANS FOR THE CONSTRUCTION OF
 UNIVERSITY AVENUE COMPLETE STREET
 PHASE 1
 DEMOLITION PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 09 OF 73 SHEETS

WBS S-18001

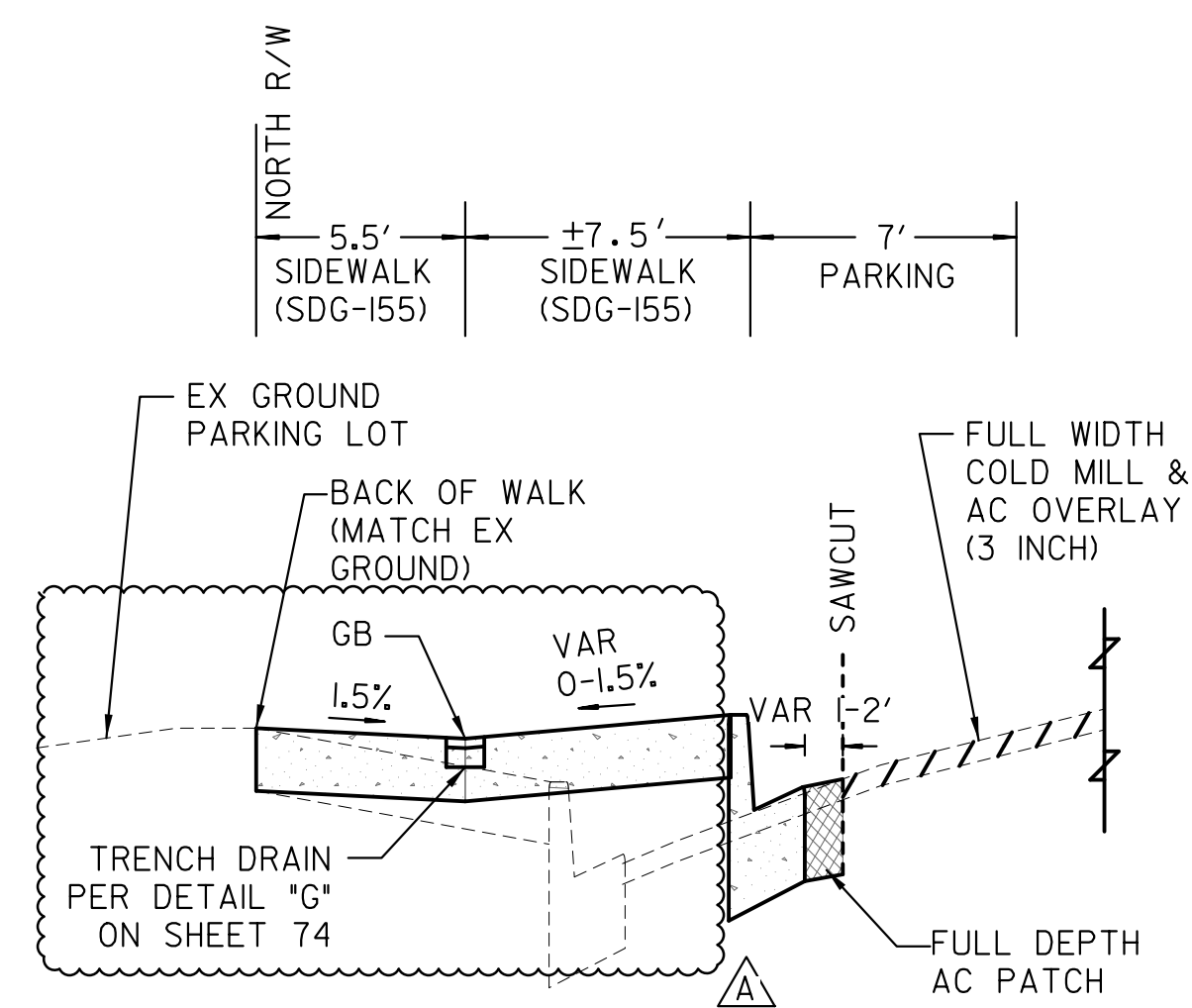


APPROVED: <i>Mastaneh Ashrafzadeh</i>	DATE: 12/09/2021	SUBMITTED BY: NAZIE MANSURY
FOR CITY ENGINEER	DATE: 12/09/2021	PROJECT MANAGER
MASTANEH ASHRAFZADEH	87148	PROJECT ENGINEER
PRINT DCE NAME	RCE#	CHECKED BY: ALBERT CHAO
		PROJECT ENGINEER

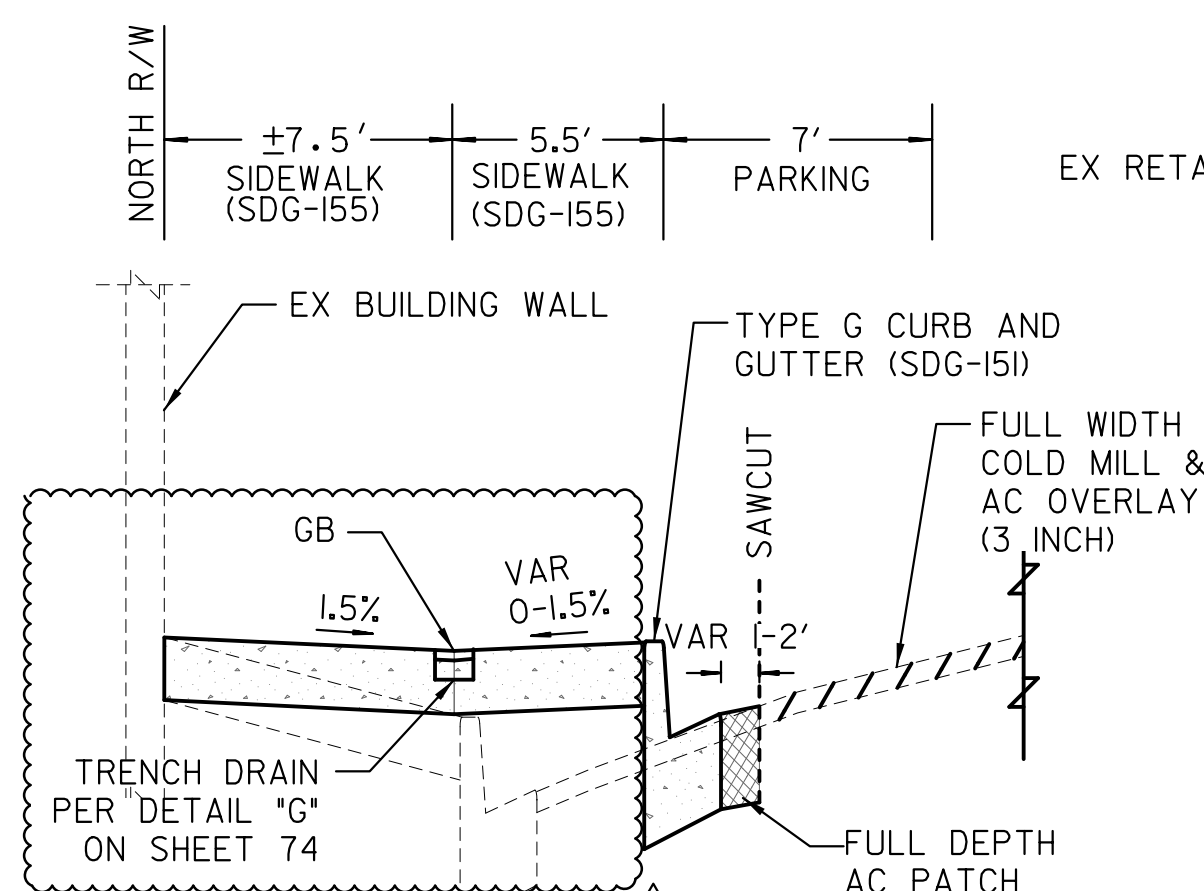
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AC	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	

210-1737
 CCS27 COORDINATE
 1850-6298
 CCS83 COORDINATE

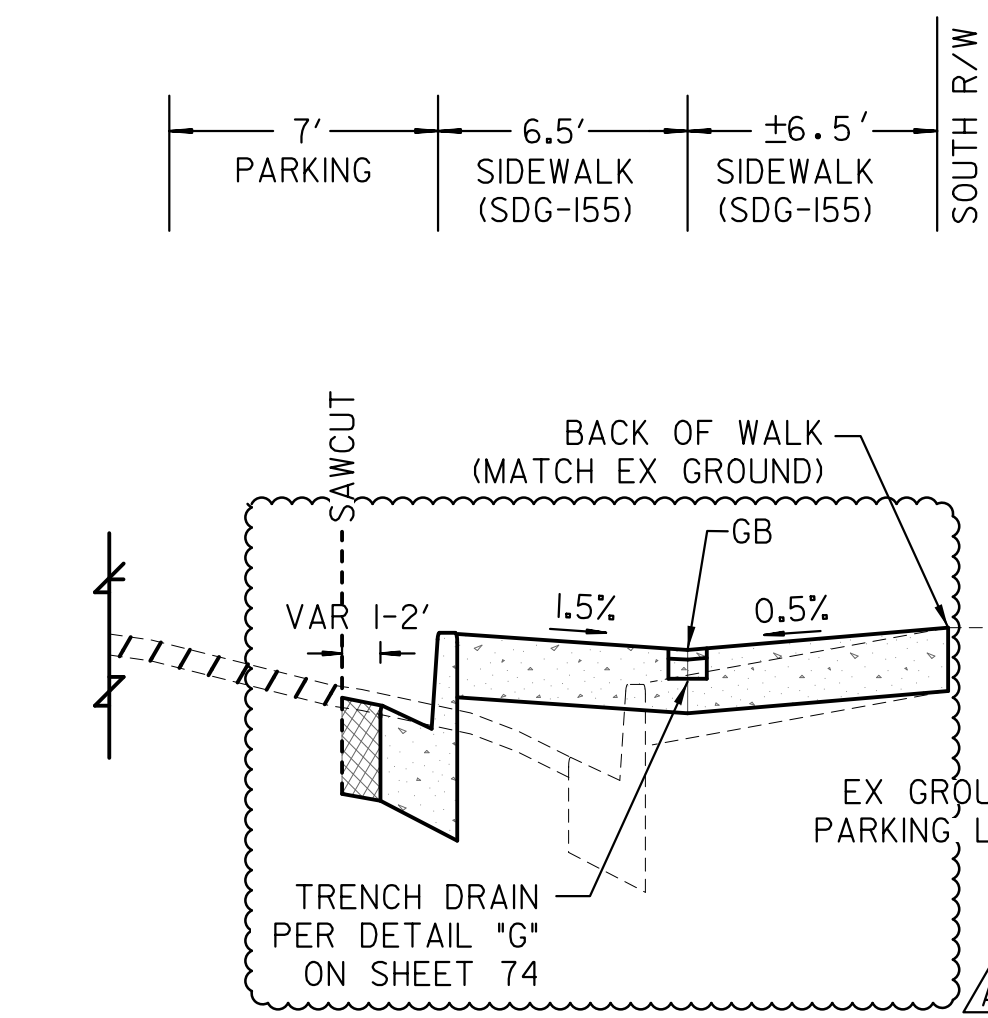
CONTRACTOR INSPECTOR _____ DATE STARTED _____ DATE COMPLETED _____
 41274-09-D



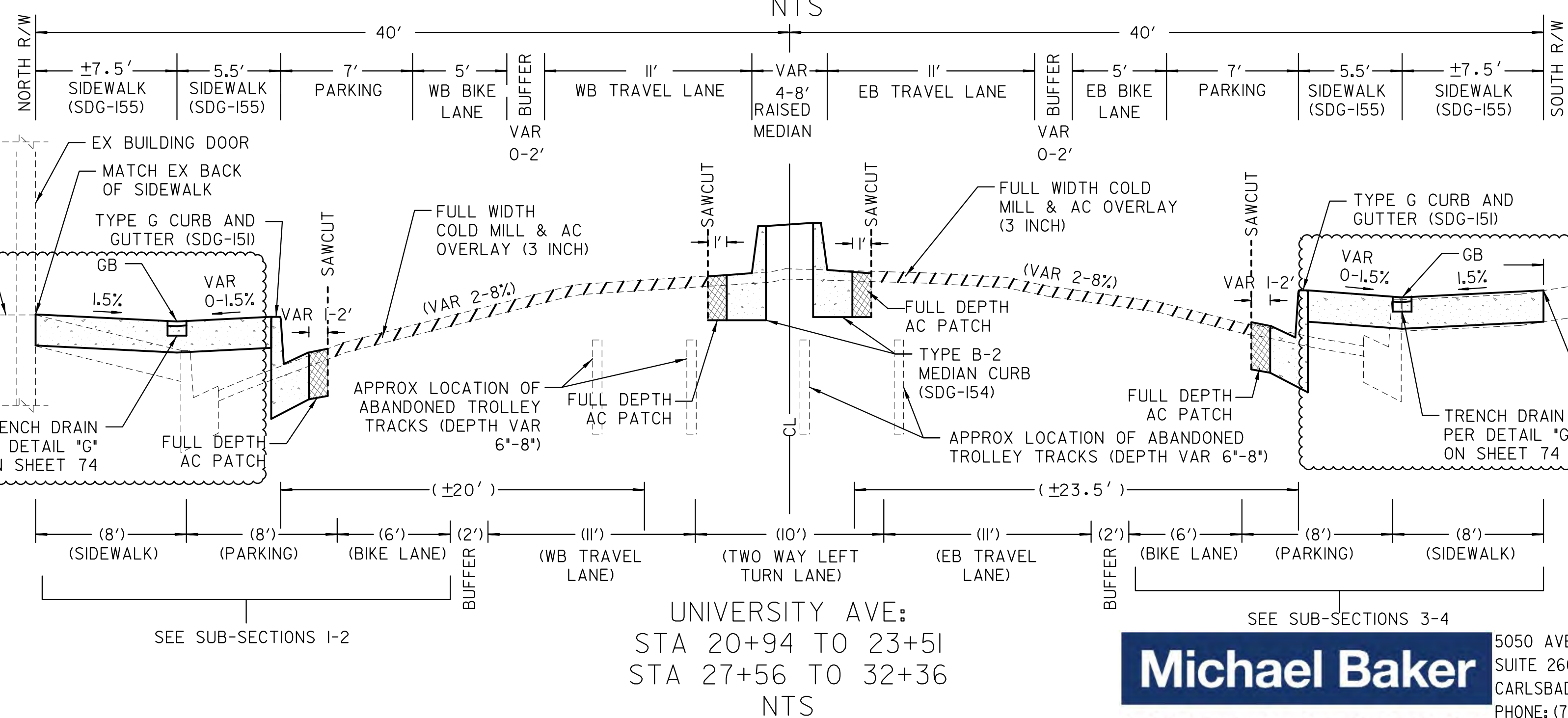
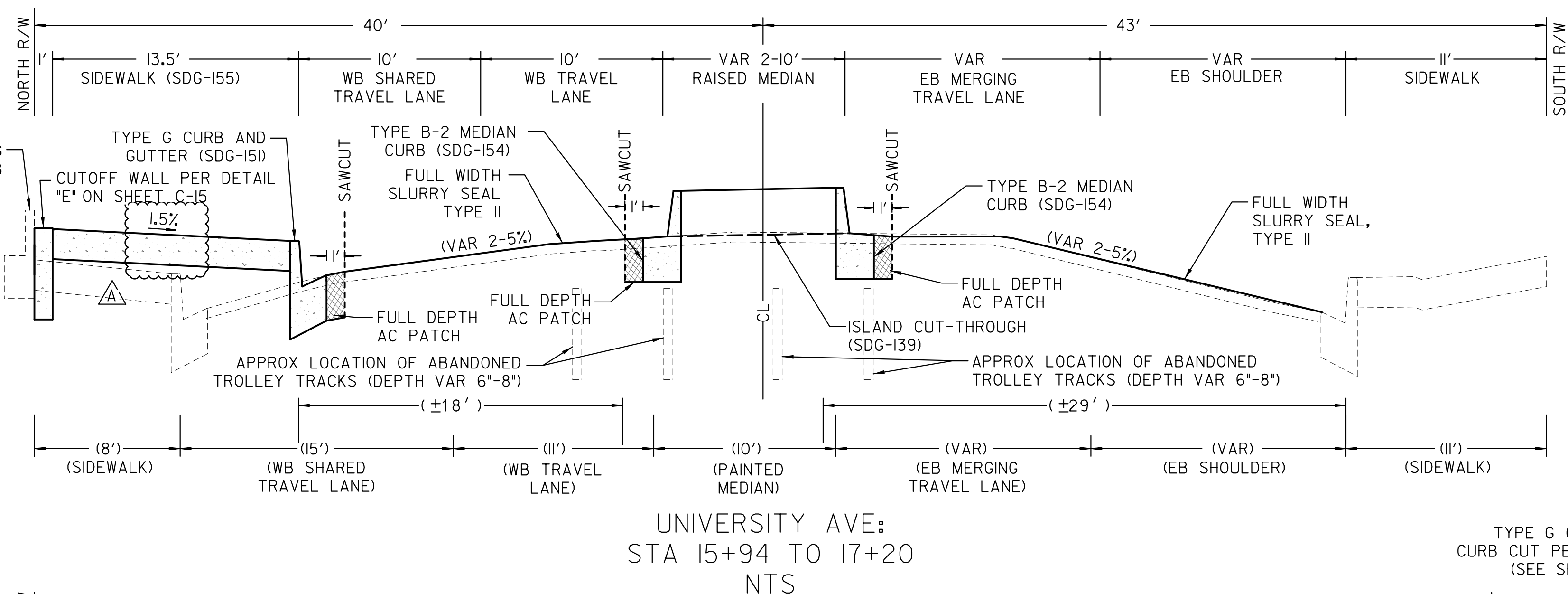
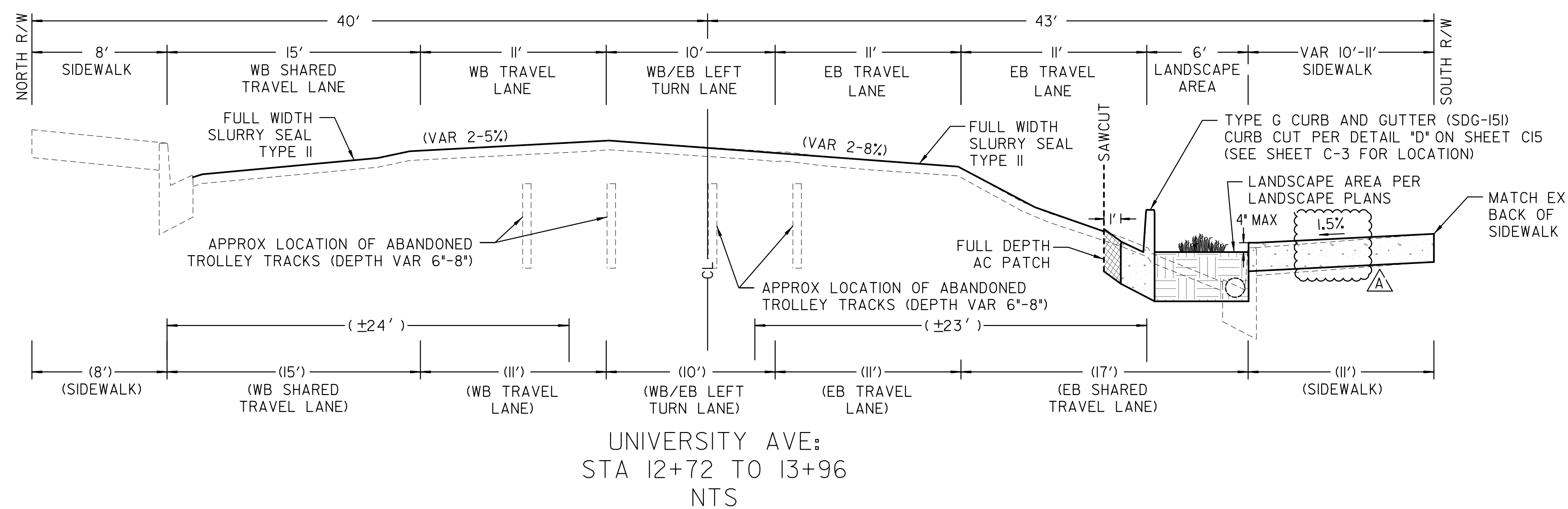
UNIVERSITY AVE: SUB-SECTION 1
 STA 21+48 TO 22+58
 STA 31+68 TO 32+18
 NTS



UNIVERSITY AVE: SUB-SECTION 2
 STA 22+58 TO 22+84
 STA 28+41 TO 32+24
 NTS

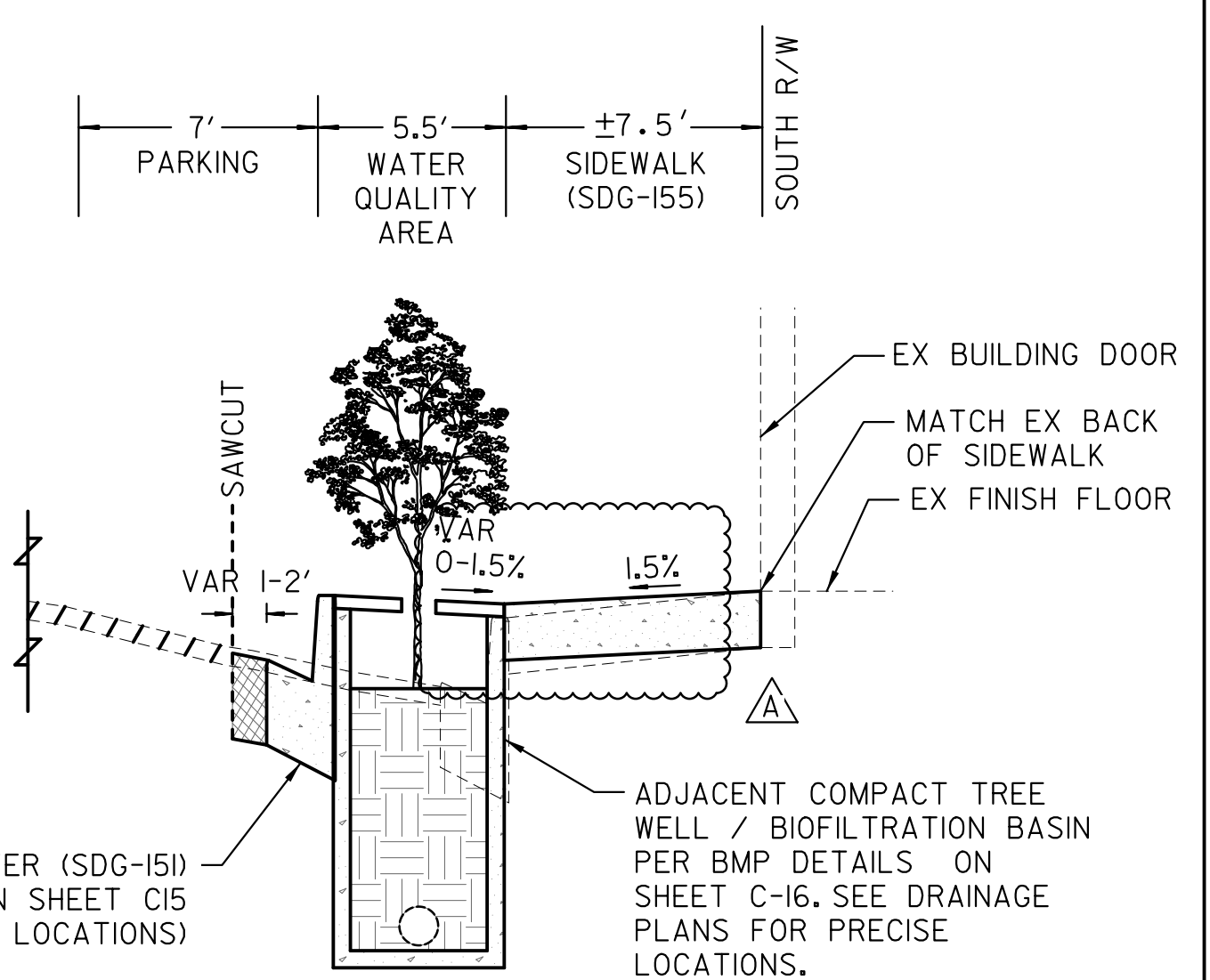


UNIVERSITY AVE: SUB-SECTION 3
 STA 22+28 TO 23+00
 NTS



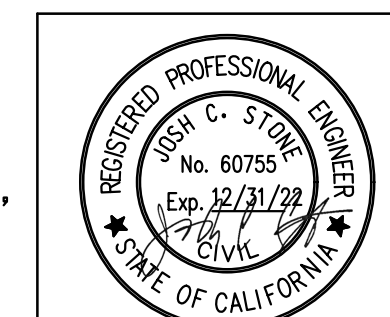
SEE SUB-SECTIONS 1-2

SEE SUB-SECTIONS 3-4



UNIVERSITY AVE: SUB-SECTION 4
 STA 30+23 TO 32+36
 NTS

Michael Baker INTERNATIONAL
 5050 AVENIDA ENCINAS, SUITE 260
 CARLSBAD, CA 92008
 PHONE: (760)476-9193
 LMBAKERINTL.COM



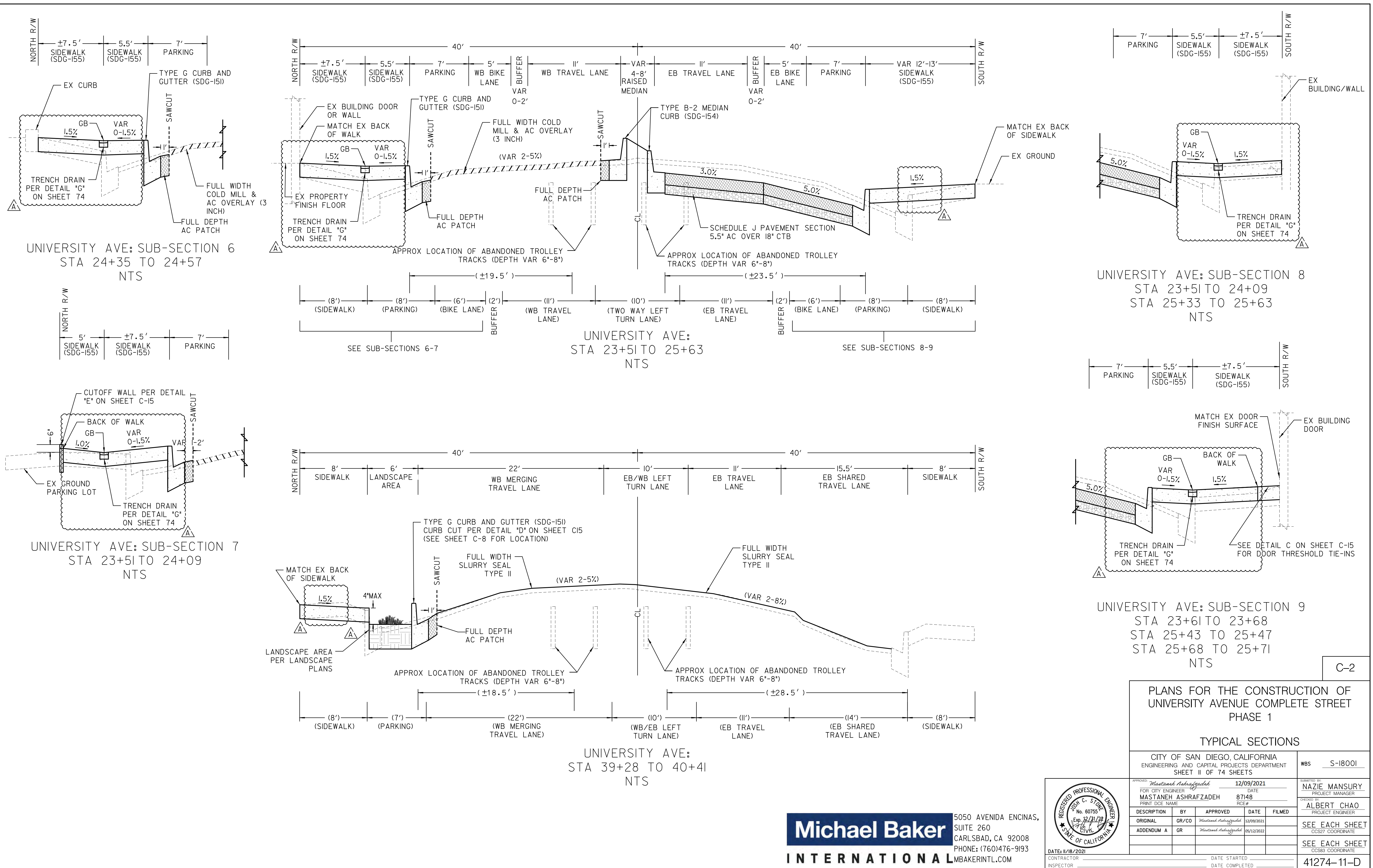
PLANS FOR THE CONSTRUCTION OF
 UNIVERSITY AVENUE COMPLETE STREET
 PHASE 1
 TYPICAL SECTIONS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 10 OF 74 SHEETS				WBS S-18001
APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	DATE 12/09/2021	DATE 05/12/2022	DATE 12/09/2021
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	GR	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	
DRAWN BY: <i>Albert Chao</i> PROJECT MANAGER				PROJECT ENGINEER
CHECKED BY: <i>Albert Chao</i> PROJECT COORDINATOR				PROJECT ENGINEER
SEE EACH SHEET CCS27 COORDINATE				SEE EACH SHEET CCS83 COORDINATE
DATE: 11/18/2021				DATE STARTED
CONTRACTOR				DATE COMPLETED
INSPECTOR				

ADDED TRENCH DRAIN.
 ADDED SLOPE ARROWS
 REMOVED PROPOSED GRAVITY WALL

ADDENDUM A

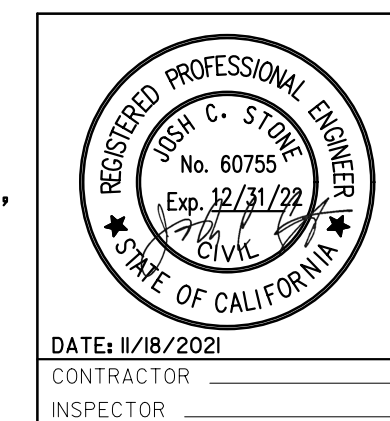
TYPICAL SECTIONS



TYPICAL SECTIONS

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 11 OF 74 SHEETS		WBS S-18001		
APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE: 12/09/2021 DATE: 8/14/20 RCE#	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER CHECKED BY: ALBERT CHAO PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	GR	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	
SEE EACH SHEET CCS27 COORDINATE		SEE EACH SHEET CCS83 COORDINATE		
41274-11-D				

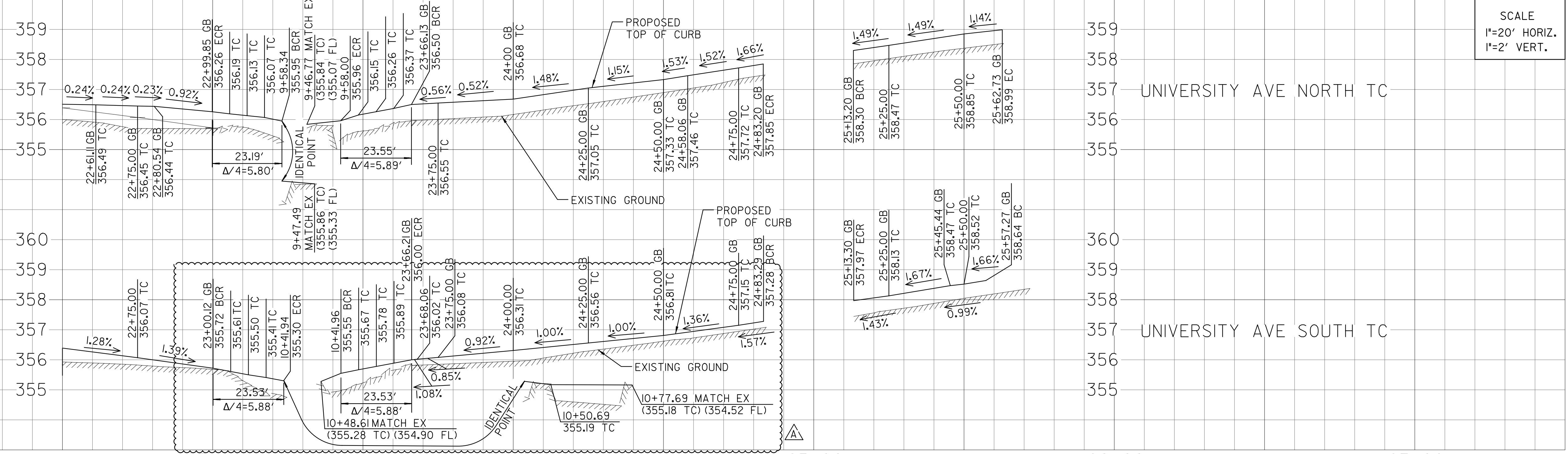


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CONSTRUCTION NOTES:

- ② SAWCUT EXISTING PAVEMENT
- ③ CONSTRUCT TYPE G 6" CURB AND GUTTER PER SDG-151
- ④ CONSTRUCT 6" TYPE B-2 MEDIAN CURB PER SDG-154
- ⑤ CONSTRUCT CONCRETE SIDEWALK PER SDG-155
- ⑥ CONSTRUCT CONCRETE ALLEY APRON PER SDG-120
- ⑦ CONSTRUCT 5.5" AC OVER '18 CTB.
- ⑧ 3" PAVEMENT COLD MILL WITH 3" OVERLAY
- ⑨ CONSTRUCT 12' X 75' CONCRETE BUS STOP SLAB (9" PCC WITH REBAR) PER SDG-102
- ⑩ CONSTRUCT TYPE A CURB RAMP PER SDG-133
- ⑪ CONSTRUCT TYPE D CURB RAMP PER SDG-137
- ⑫ CONSTRUCT MEDIAN ISLAND CUT-THROUGH PER SDG-139
- ⑬ CONSTRUCT TYPE A CONCRETE DRIVEWAY PER SDG-159
- ⑭ EXISTING DOOR THRESHOLD. SEE DETAIL "C" ON SHEET C-15 FOR TIE-IN DETAILS.
- ⑮ REBUILD UNDERDRAIN PER D-27
- ⑯ CONSTRUCT 4" STAMPED PCC RAISED CENTER MEDIAN PER SDG-112
- ⑰ INSTALL CONCRETE CUTOFF WALL AT BACK OF PROPOSED SIDEWALK PER DETAIL "E" ON SHEET C-15.
- ⑱ CONSTRUCT TYPE A PEDESTRIAN BARRICADE PER SDG-141

SCALE
1"=20' HORIZ.
1"=2' VERT.



CENTERLINE DATA TABLE

NO.	Δ/BEARING	RADIUS	LENGTH
1	S 88° 57' 58" E	--	83.21'
2	S 88° 54' 55" E	--	329.97'
3	N 88° 57' 16" W	--	86.82'

MEDIAN CURB DATA TABLE

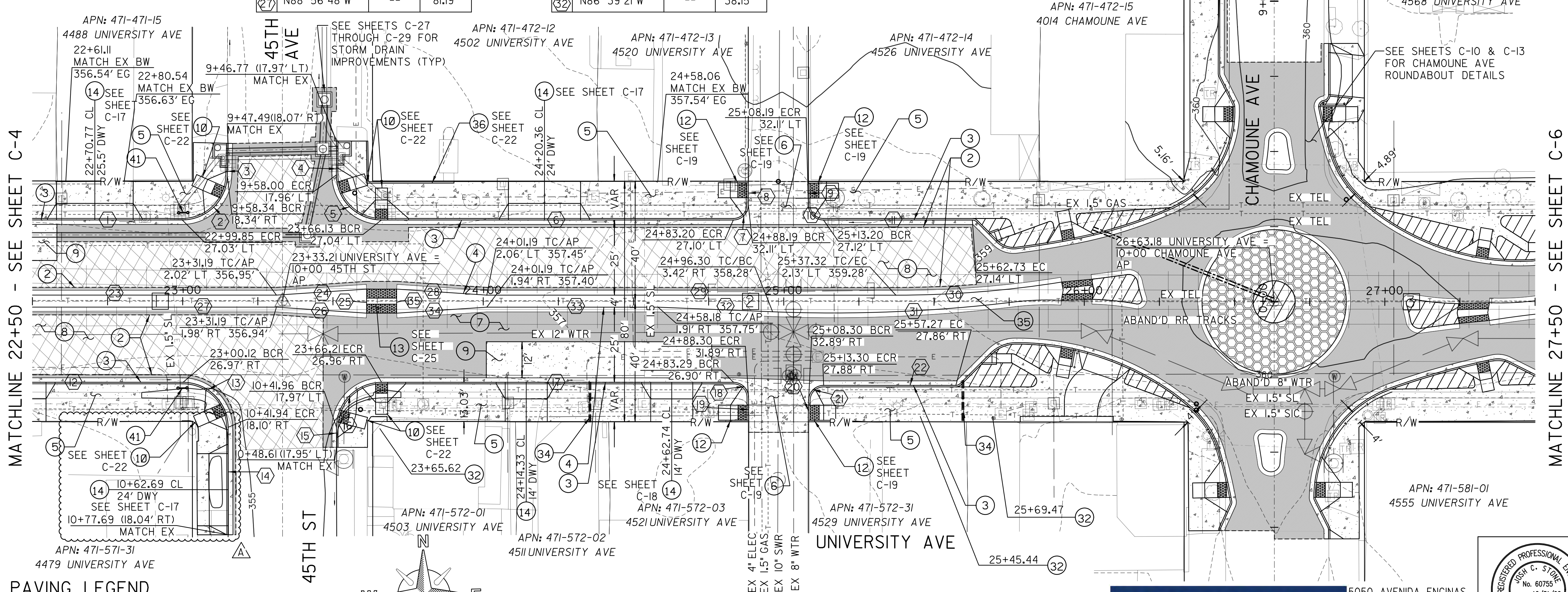
NO.	Δ/BEARING	RADIUS	LENGTH
23	N88° 56' 48" W	--	81.19'
24	N87° 14' 22" E	--	30.07'
25	N01° 03' 12" E	--	8.00'
26	N85° 07' 54" W	--	30.07'
27	N88° 56' 48" W	--	81.19'

MEDIAN CURB DATA TABLE

NO.	Δ/BEARING	RADIUS	LENGTH
28	N85° 07' 57" W	--	30.07'
29	N88° 56' 48" W	--	136.13'
30	08° 56' 50"	350.00'	54.66'
31	09° 14' 33"	500.00'	80.66'
32	N86° 39' 21" W	--	38.15'

MEDIAN CURB DATA TABLE

NO.	Δ/BEARING	RADIUS	LENGTH
33	N88° 56' 48" W	--	56.99'
34	N87° 14' 22" E	--	30.07'
35	N01° 03' 12" E	--	8.00'



CURB DATA TABLE

NO.	Δ/BEARING	RADIUS	LENGTH
1	N88° 56' 48" W	--	49.85'
2	88° 35' 05"	15.00'	23.19'
3	N02° 28' 07" E	--	10.85'
4	N01° 01' 07" E	--	11.24'
5	89° 57' 55"	15.00'	23.55'
6	N88° 56' 48" W	--	117.07'
7	90° 01' 39"	5.00'	7.86'
8	N01° 01' 33" E	--	7.89'
9	N01° 01' 33" E	--	7.77'
10	89° 58' 21"	5.00'	7.85'
11	N88° 56' 48" W	--	49.53'
12	N88° 56' 48" W	--	50.12'
13	89° 52' 50"	15.00'	23.53'
14	N00° 56' 02" E	--	35.74'
15	N01° 09' 44" E	--	6.65'
16	89° 53' 28"	15.00'	23.53'
17	N88° 56' 48" W	--	117.09'
18	89° 58' 01"	5.00'	7.85'
19	N01° 01' 13" E	--	8.11'
20	N01° 01' 13" E	--	7.11'
21	90° 01' 59"	5.00'	7.86'
22	N88° 56' 48" W	--	57.55'

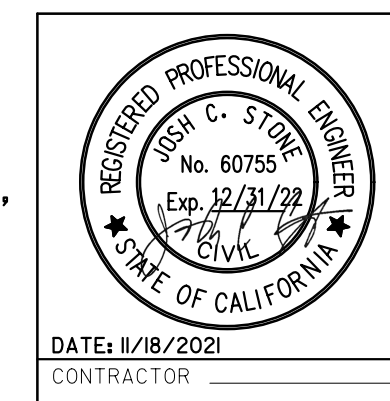
PAVING LEGEND

- 3" COLD MILL AND AC OVERLAY
- SCHEDULE "J" PAVEMENT SECTION (5.5" AC OVER 18" CTB)

NOTE:
SEE LANDSCAPING PLANS FOR TREE GRATE LOCATIONS AND DETAILS. SEE STORM DRAIN PLANS FOR TREE WELL AND BIO-RETENTION BASIN LOCATIONS AND DETAILS

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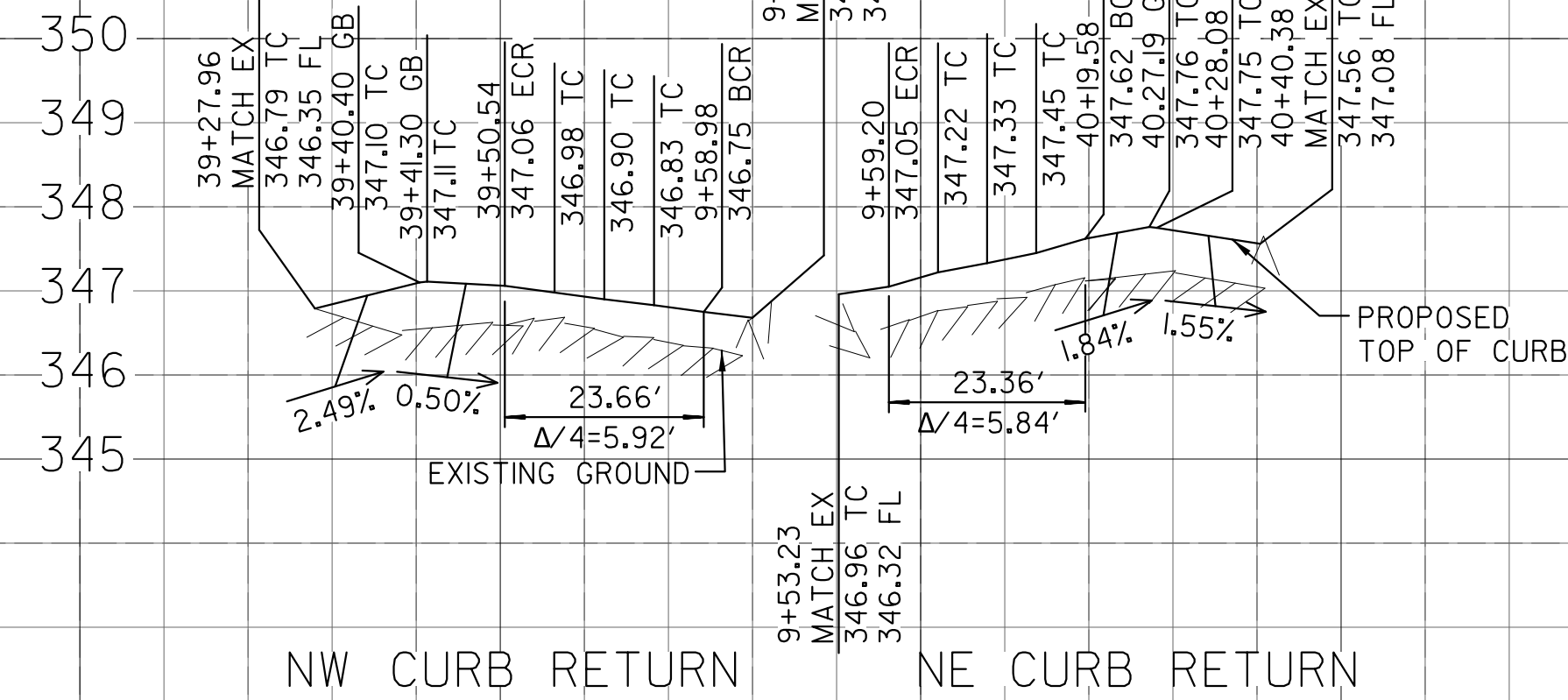
PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1

IMPROVEMENT PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 14 OF 74 SHEETS		WBS S-18001		
APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	12/09/2021 DATE 87148 RCE#	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER CHECKED BY: ALBERT CHAO PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	GR	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	
DATE: 11/18/2021		DATE STARTED		41274-14-D
CONTRACTOR		DATE COMPLETED		
INSPECTOR				

UNIVERSITY AVE & EUCLID AVE NORTH TC

SCALE
1"=20' HORIZ.
1"=2' VERT.



PAVING LEGEND

- SLURRY SEAL, TYPE II
- 3" COLD MILL AND AC OVERLAY
- SCHEDULE "J" PAVEMENT SECTION (5.5" AC OVER 18" CTB)

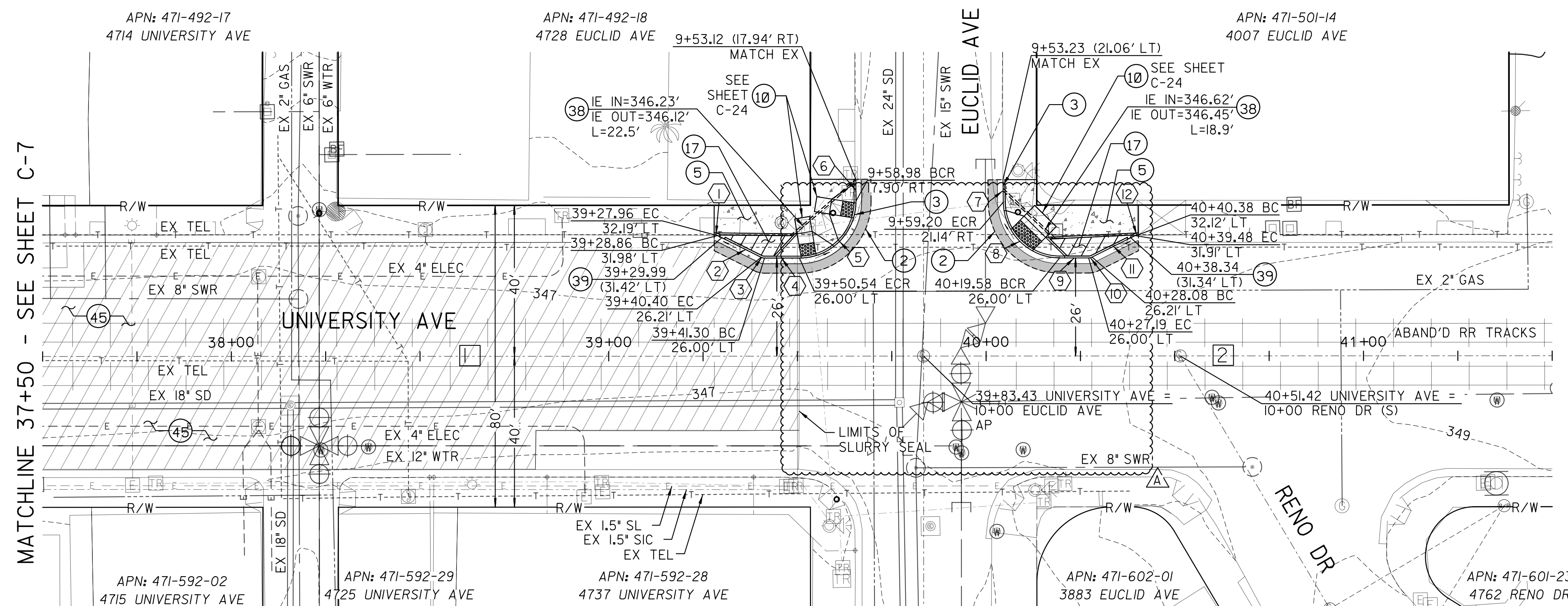
CONSTRUCTION NOTES:

- ② SAWCUT EXISTING PAVEMENT
- ③ CONSTRUCT TYPE G 6" CURB AND GUTTER PER SDG-151
- ⑤ CONSTRUCT CONCRETE SIDEWALK PER SDG-155
- ⑩ CONSTRUCT TYPE A CURB RAMP PER SDG-133
- ⑰ LANDSCAPE AREA PER LANDSCAPING PLANS
- ⑳ CONSTRUCT 2-3" SIDEWALK UNDERDRAIN (PARALLEL) PER D-27
- ㉔ CONSTRUCT CURB CUT INLET PER DETAIL "D" ON SHEET C-15
- ④⑤ SLURRY SEAL, TYPE II

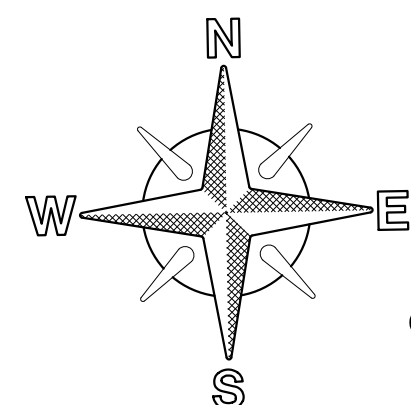
CURB DATA TABLE			
NO.	Δ/BEARING	RADIUS	LENGTH
①	26° 51'03"	2.00'	0.94'
②	N62° 25'03"W	--	12.90'
③	26° 33'41"	2.00'	0.93'
④	N88° 58'44"W	--	9.24'
⑤	90° 21'25"	15.00'	23.66'
⑥	N00° 39'51"E	--	5.79'
⑦	N00° 13'57"E	--	5.96'
⑧	89° 13'03"	15.00'	23.36'
⑨	N88° 59'06"W	--	7.61'
⑩	26° 33'42"	2.00'	0.93'
⑪	N64° 27'12"E	--	12.75'
⑫	26° 32'58"	2.00'	0.93'

NOTE:

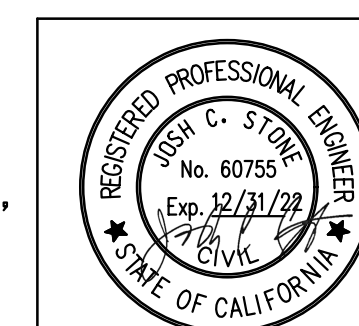
SEE LANDSCAPING PLANS FOR TREE GRATE LOCATIONS AND DETAILS. SEE STORM DRAIN PLANS FOR TREE WELL AND BIO-RETENTION BASIN LOCATIONS AND DETAILS



CENTERLINE DATA TABLE			
NO.	Δ/BEARING	RADIUS	LENGTH
①	S 88° 58'44" E	--	233.43'
②	S 88° 59'06" E	--	166.57'



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PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1

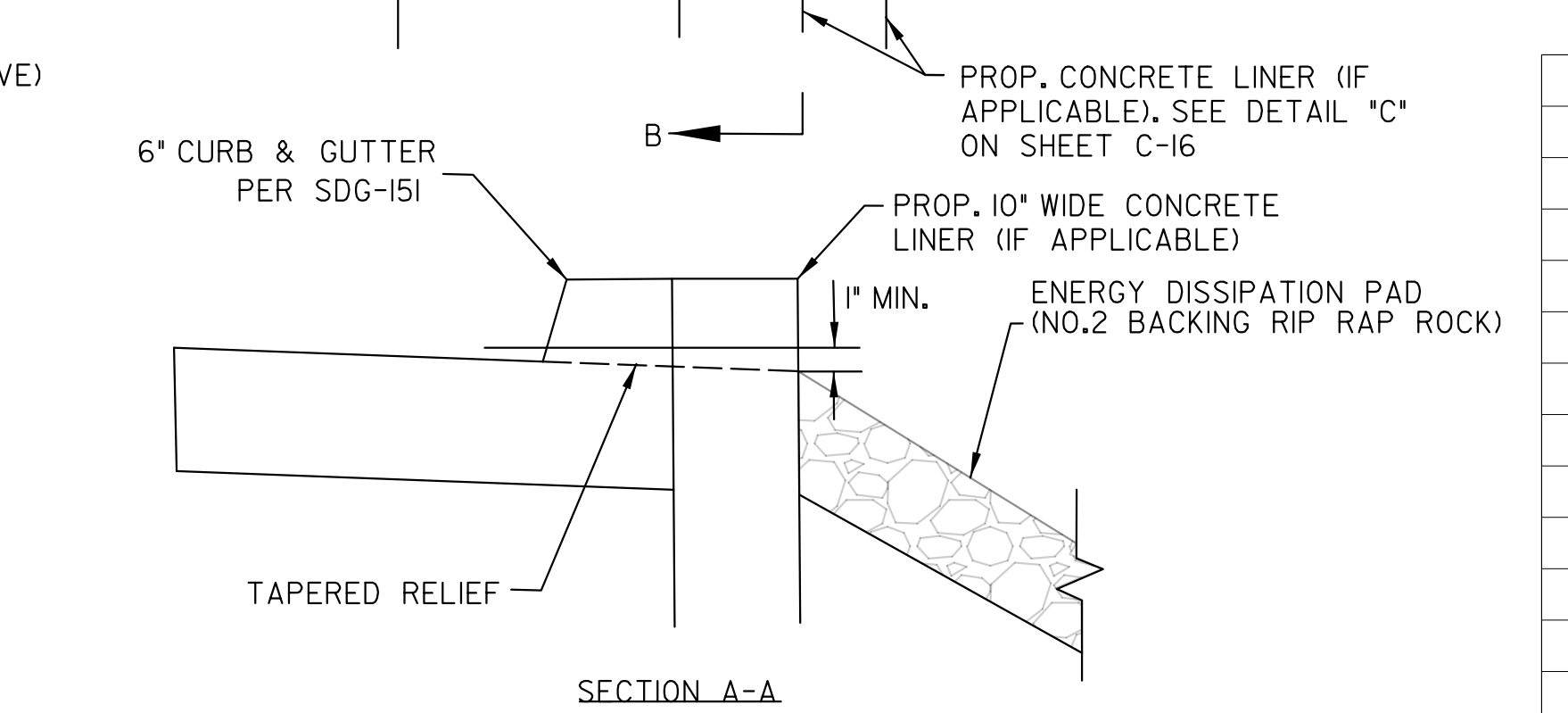
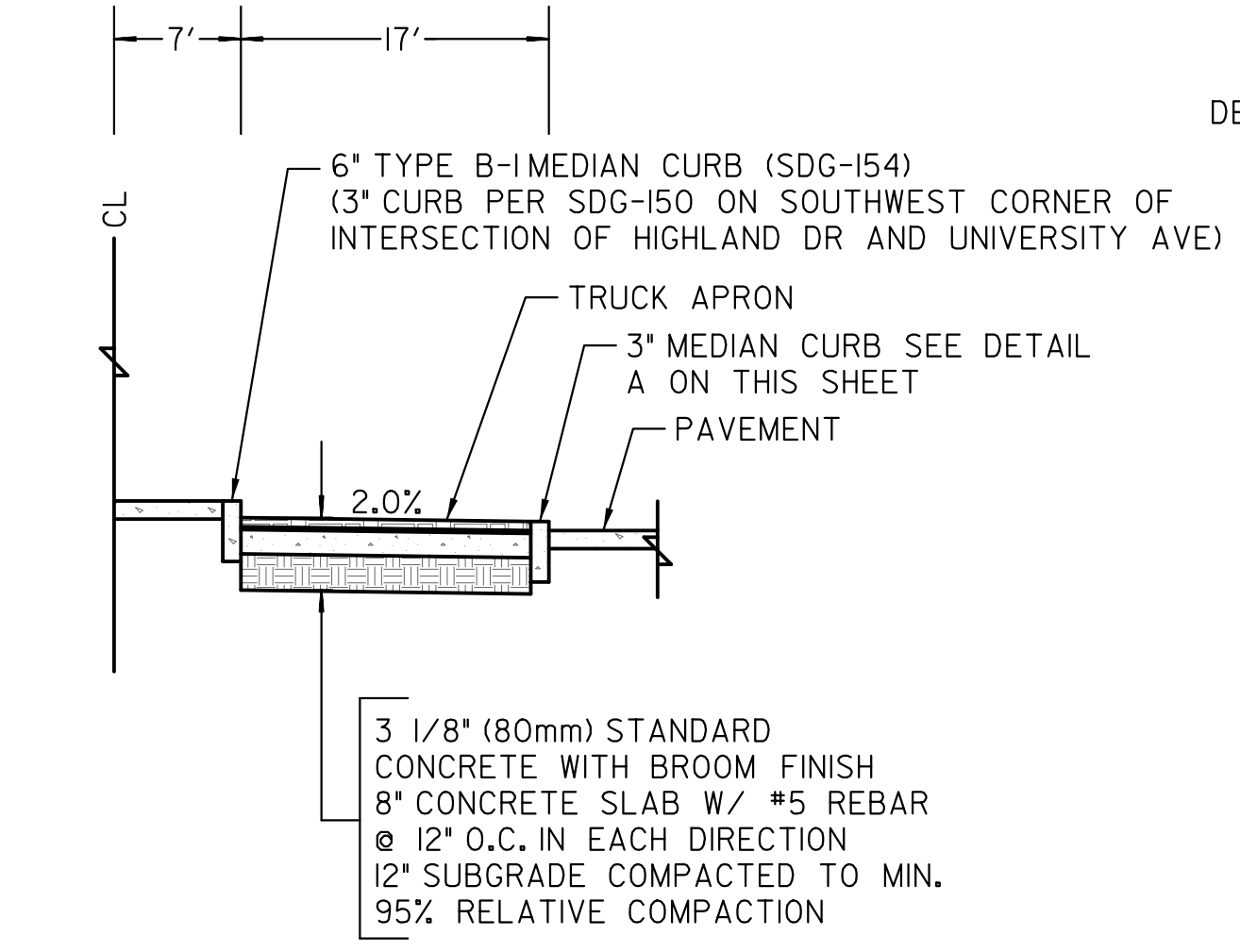
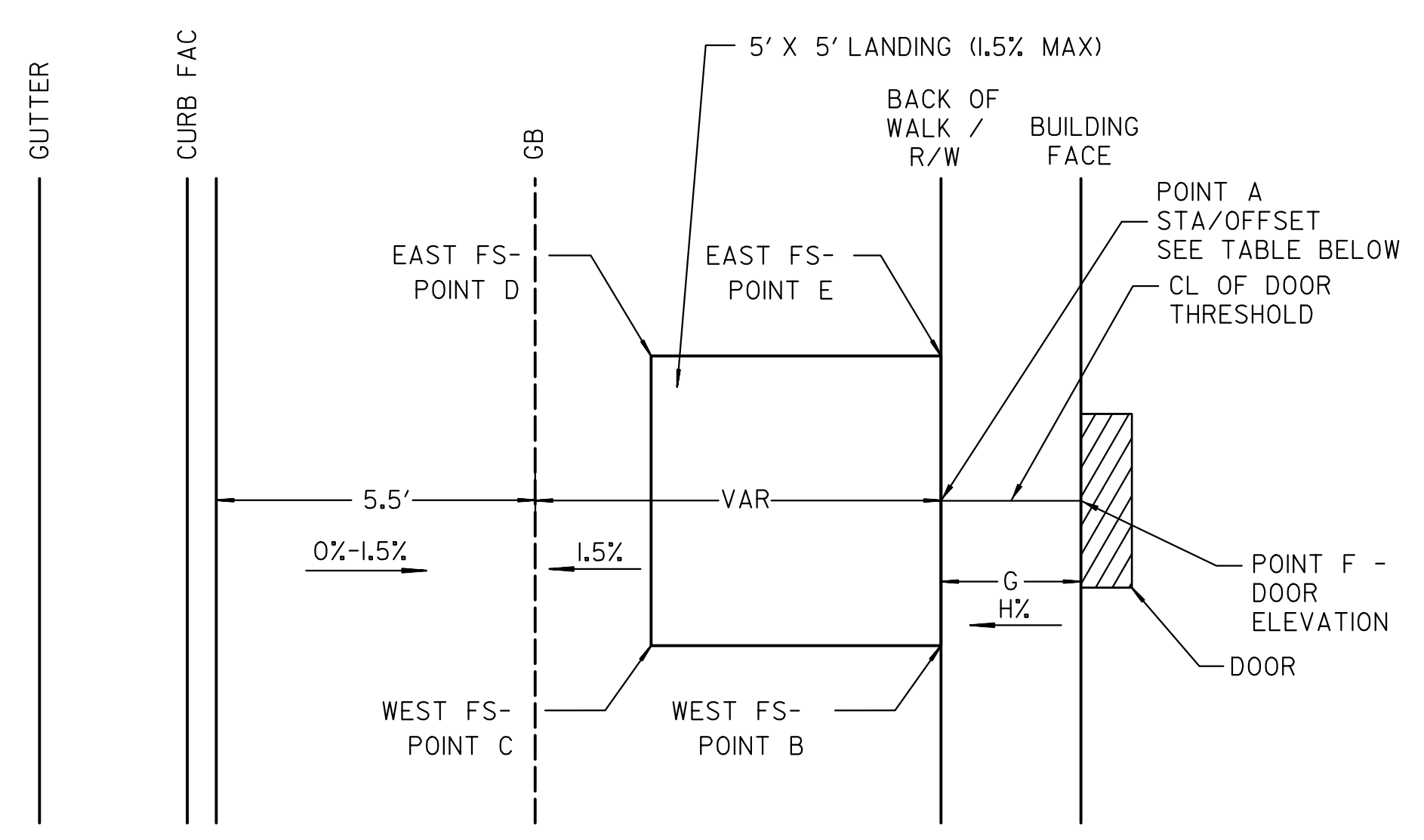
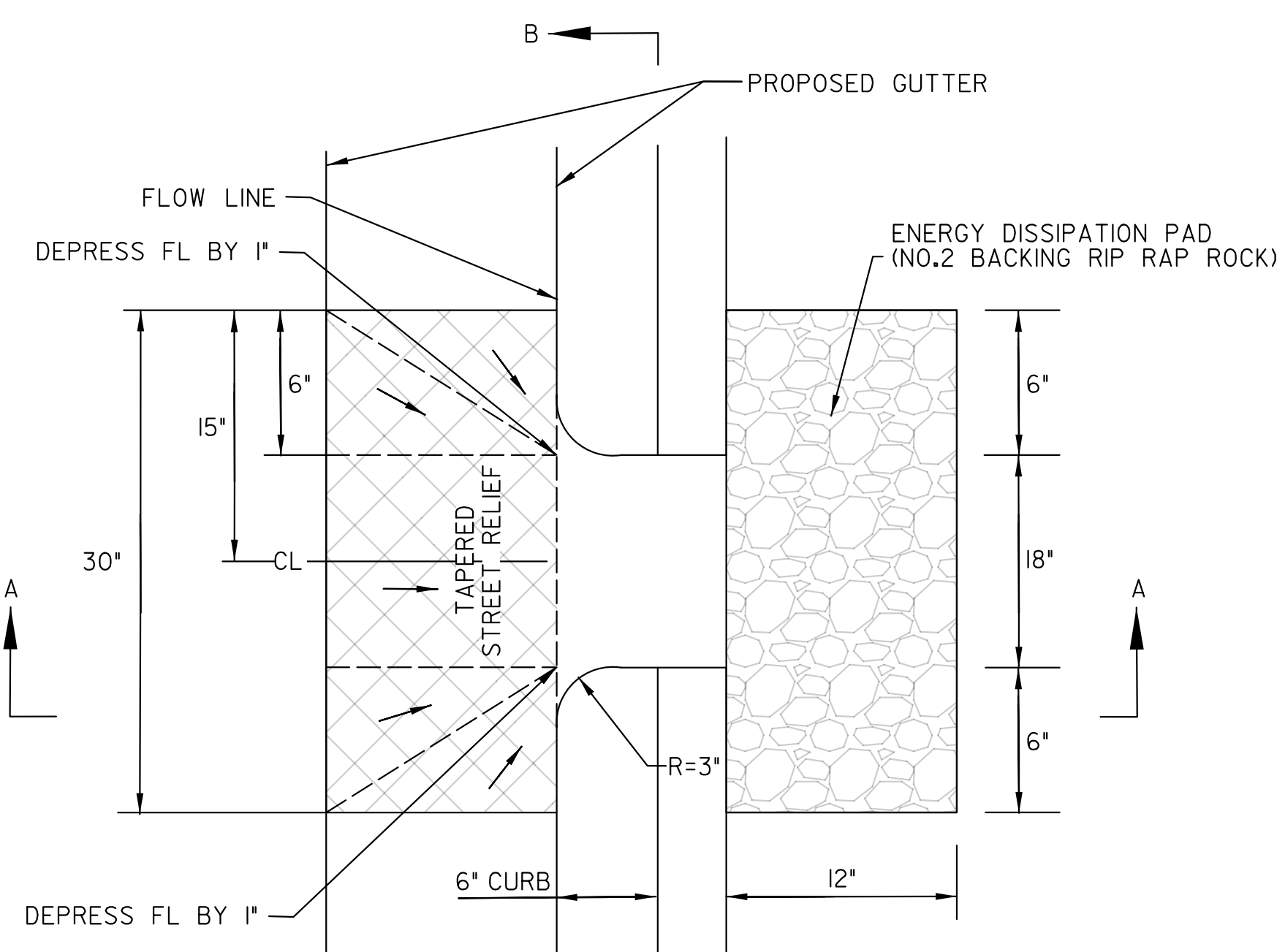
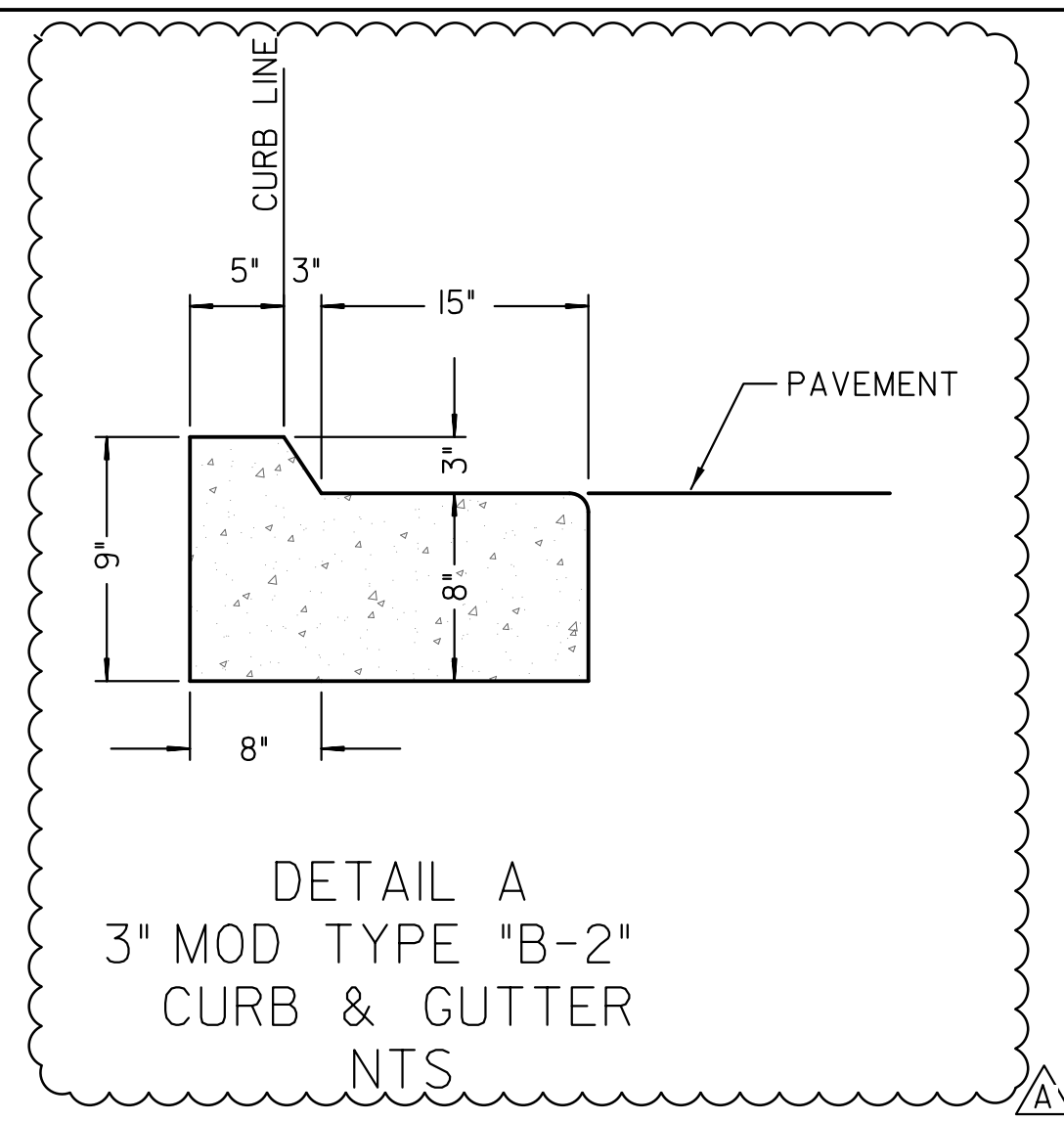
IMPROVEMENT PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 17 OF 74 SHEETS		WBS S-18001		
APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE: 12/09/2021 DATE: 8/14/2022 RCE#	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER CHECKED BY: ALBERT CHAO PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	GR	<i>Mastaneh Ashrafzadeh</i>	09/12/2022	
		212-1740	CCS27 COORDINATE	
		1852-6300	CCS83 COORDINATE	
		41274-17-D		

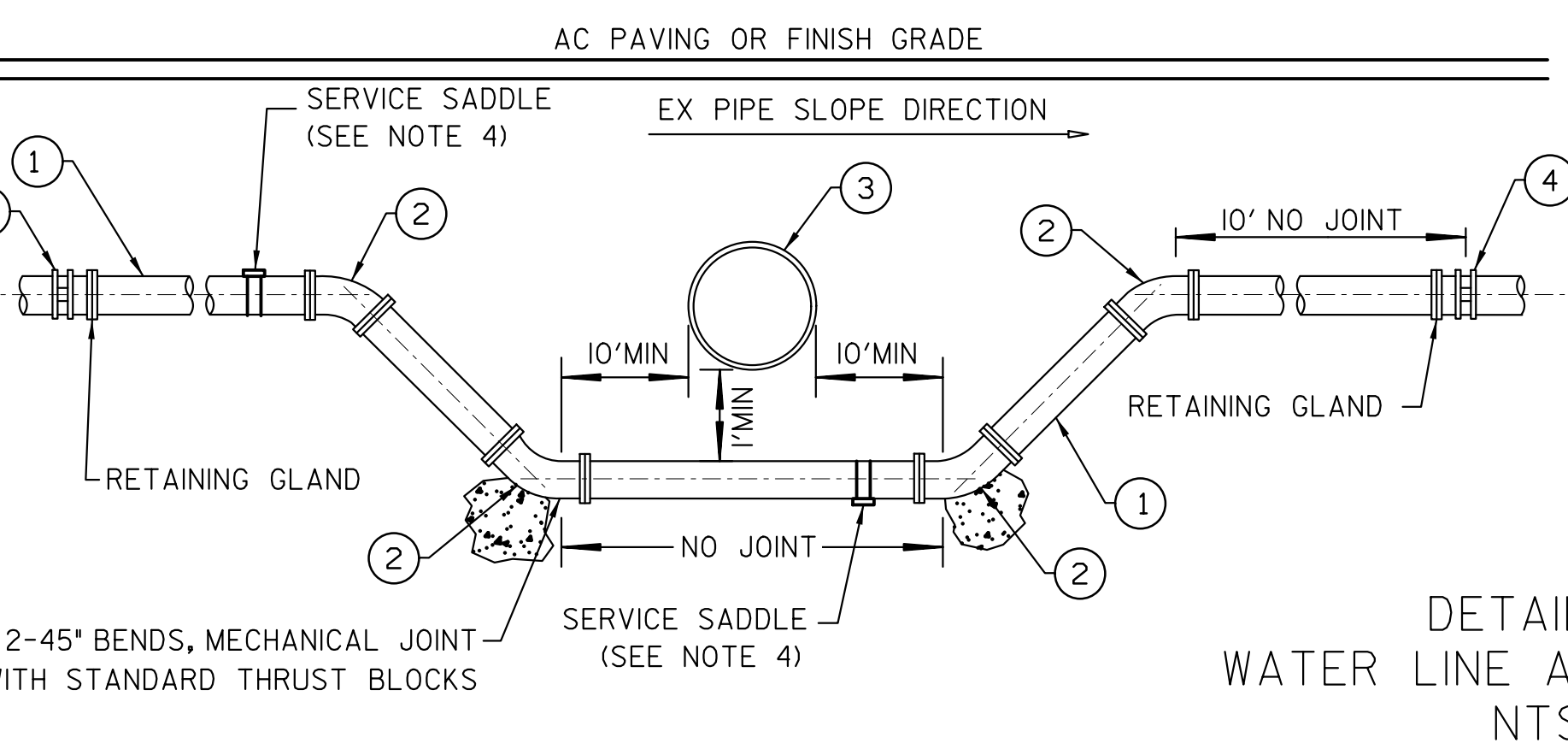
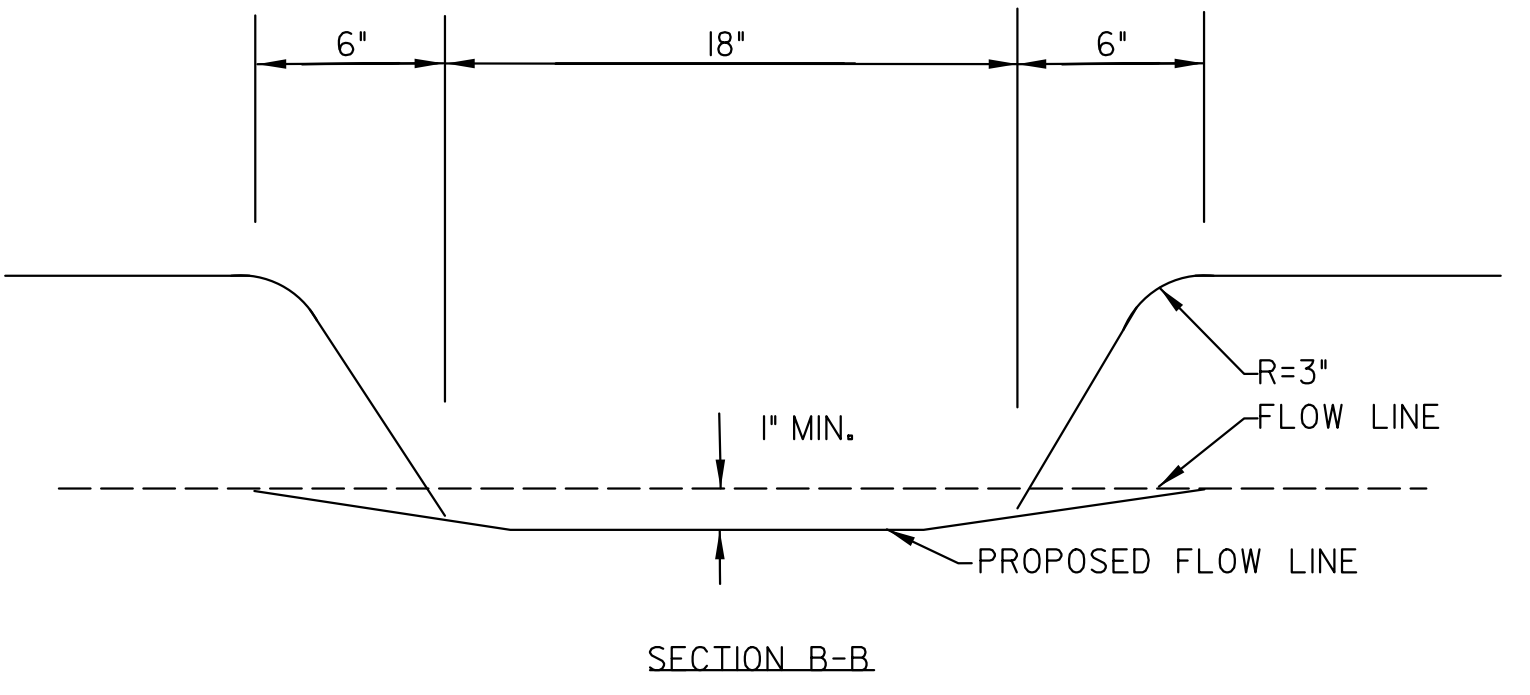
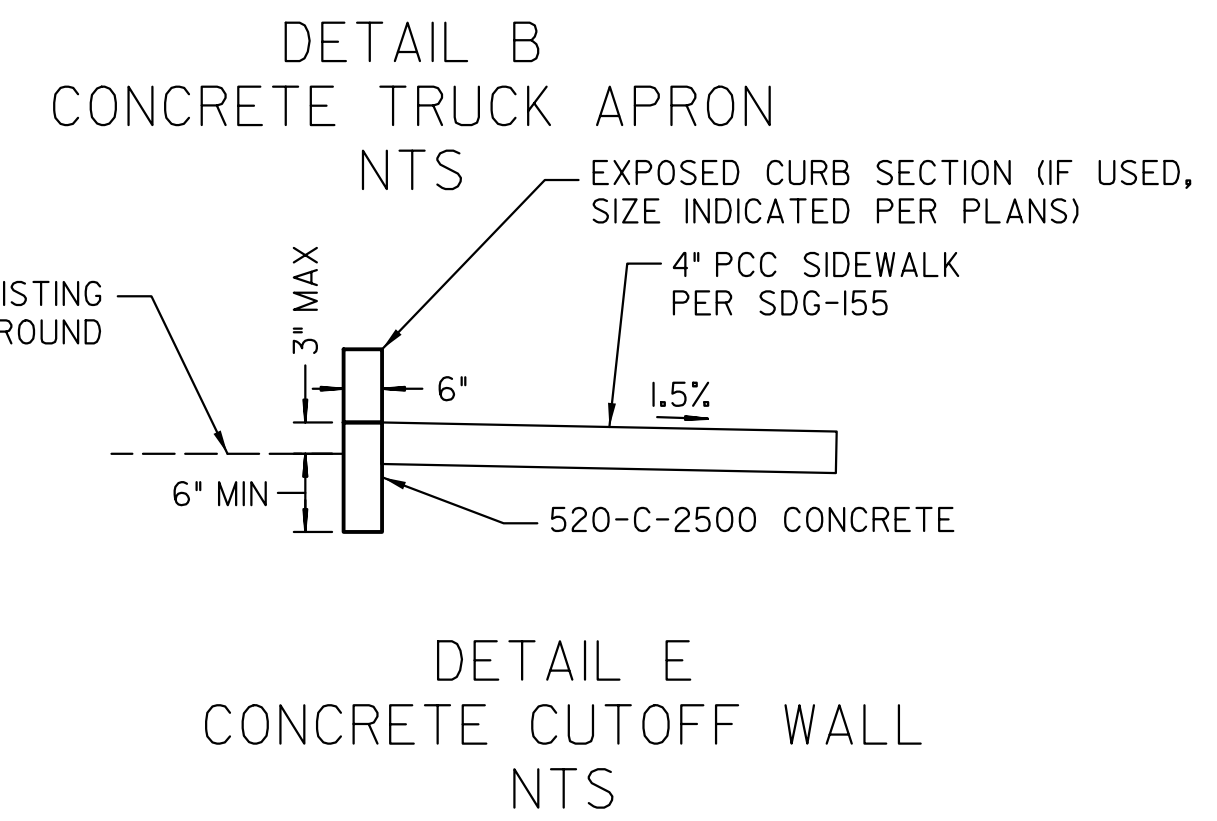
REVISED LIMITS OF SLURRY SEAL

ADDENDUM A

IMPROVEMENT PLAN AND PROFILE



STA	OFFSET	A	B	C	D	E	F	G	H	NOTES	
20+36.37	42.85 RT	358.90	358.89	358.83	358.75	358.81	358.90	0.0	N/A		
20+66.52	39.68 RT	358.20	358.26	358.18	358.08	358.16	358.26	0.0	N/A		
20+97.72	39.90 RT	357.90	357.92	357.84	357.81	357.89	358.30	3.0	13.3		
21+18.15	39.99 RT	357.76	357.78	357.71	357.67	357.74	358.30	3.6	15.0	NO IMPACTS TO CONC RAMP OUTSIDE EX R/W	
21+38.42	39.88 RT	357.52	357.55	357.47	357.42	357.50	358.30	3.2	24.4	NO IMPACTS TO STAIRS OUTSIDE EX R/W	
21+87.40	40.00 RT	356.88	356.91	356.85	356.79	356.85	357.26	2.7	14.1	NO IMPACTS TO CONC RAMP OUTSIDE EX R/W	
22+03.89	40.00 RT	356.72	356.75	356.69	356.63	356.69	357.12	2.7	14.8	NO IMPACTS TO CONC RAMP OUTSIDE EX R/W	
22+19.21	40.00 RT	356.56	356.59	356.53	356.47	356.53	356.92	2.6	13.8	NO IMPACTS TO CONC RAMP OUTSIDE EX R/W	
23+65.62	42.37 RT	SEE SHEET C-22 FOR ADA RAMP DETAIL									NO IMPACTS TO CONC RAMP OUTSIDE EX R/W
25+45.44	40.00 RT	358.55	358.51	358.44	358.51	358.59	358.58	0.0	N/A		
25+69.47	40.00 RT	358.56	358.57	358.50	358.52	358.60	358.58	0.0	N/A		
25+97.94	40.00 LT	359.91	359.87	359.80	359.84	359.91	360.20	0.0	N/A		
26+22.38	39.80 RT	359.39	359.36	359.28	359.33	359.40	359.38	1.5	0.7		
29+13.52	39.93 LT	358.61	358.59	358.51	358.54	358.63	358.65	0.0	N/A		
30+25.16	39.77 LT	357.31	357.31	357.24	357.21	357.29	357.38	0.0	N/A		
30+31.24	39.75 RT	356.72	356.76	356.68	356.61	356.68	356.82	0.0	N/A		
30+74.70	39.74 LT	355.94	355.98	355.90	355.83	355.90	356.28	0.0	N/A		
30+91.41	39.54 RT	355.18	355.23	355.16	355.04	355.11	355.18	0.0	N/A		
31+00.67	39.55 RT	355.12	355.16	355.08	355.01	355.08	355.16	0.0	N/A		
31+31.62	39.59 RT	354.10	354.14	354.06	353.99	354.06	354.10	0.0	N/A		
32+41.78	40.00 LT	351.35	351.39	351.31	351.24	351.31	351.36	0.6	1.5		
32+72.97	40.00 LT	350.18	350.22	350.14	350.07	350.14	350.82	3.1	20.6	NO IMPACTS TO CONC RAMP OUTSIDE EX R/W	



- MATERIAL:**
- ① CLASS-305 PVC
 - ② 45° BEND MECHANICAL JOINT W/ STANDARD THRUST BLOCKS
 - ③ PROPOSED 18" RCP STORM DRAIN
 - ④ FACTORY JOINT OR EXISTING PIPE MATERIAL X D.I. TRANSITION COUPLING

- NOTES:**
1. ALL PIPE JOINTS AT 45-DEGREE BENDS SHALL BE RESTRAINED.
 2. THE THRUST AND ANCHOR BLOCKS SHALL BE PER SDW-151.
 3. INSTALLATION SHALL BE ENCASED IN POLYETHYLENE WRAPPING PER ANSI/AWWA C105/A21.5-88
 4. AN AUTOMATIC AIR AND VACUUM VALVE SHALL BE INSTALLED ON THE HIGH POINT OF THE OFFSET AS SPECIFIED ON THE PLAN OR DIRECTED BY THE CITY OF SAN DIEGO PUD INSPECTOR.
 5. A BLOW OFF MAY BE REQUIRED AT THE LOW POINT OF THE OFFSET AS SPECIFIED ON THE PLAN OR DIRECTED BY THE CITY OF SAN DIEGO PUD INSPECTOR.
 6. USE NO-OXIDE GREASE ON ALL NUTS AND BOLTS.

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PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1

CONSTRUCTION DETAILS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 24 OF 74 SHEETS

WBS S-18001

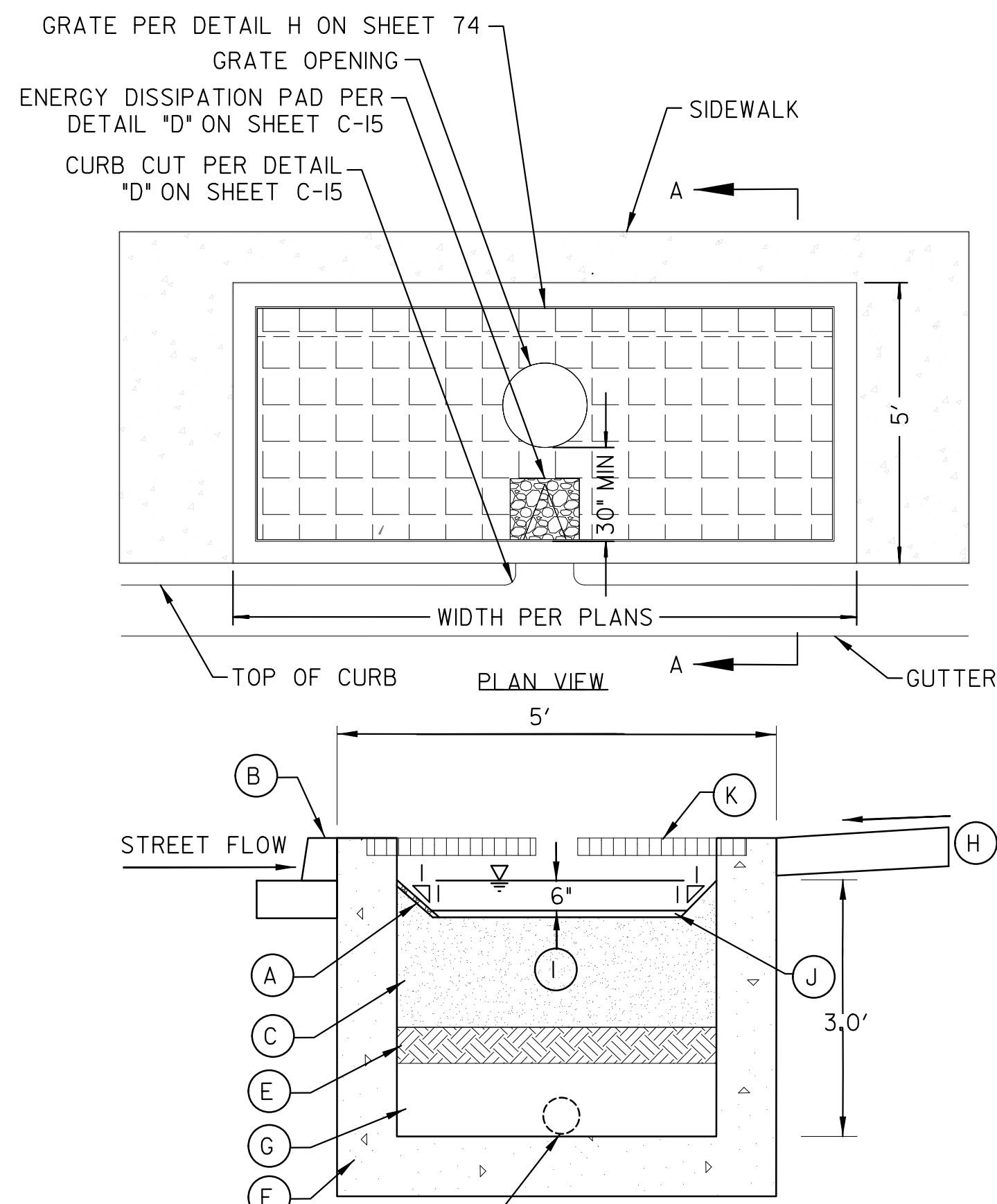
APPROVED: MASTANEH ASHRAFZADEH, 12/09/2021
 FOR CITY ENGINEER DATE
 PRINT DCE NAME MASTANEH ASHRAFZADEH 87148
 RCE#

ISSUED BY: NAZIE MANSURY, PROJECT MANAGER
 CHECKED BY: ALBERT CHAO, PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	Mastaneh Ashrafzadeh	12/09/2021	
ADDENDUM A	GR	Mastaneh Ashrafzadeh	05/12/2022	

SEE EACH SHEET CCS27 COORDINATE
 SEE EACH SHEET CCS83 COORDINATE
 41274-24-D

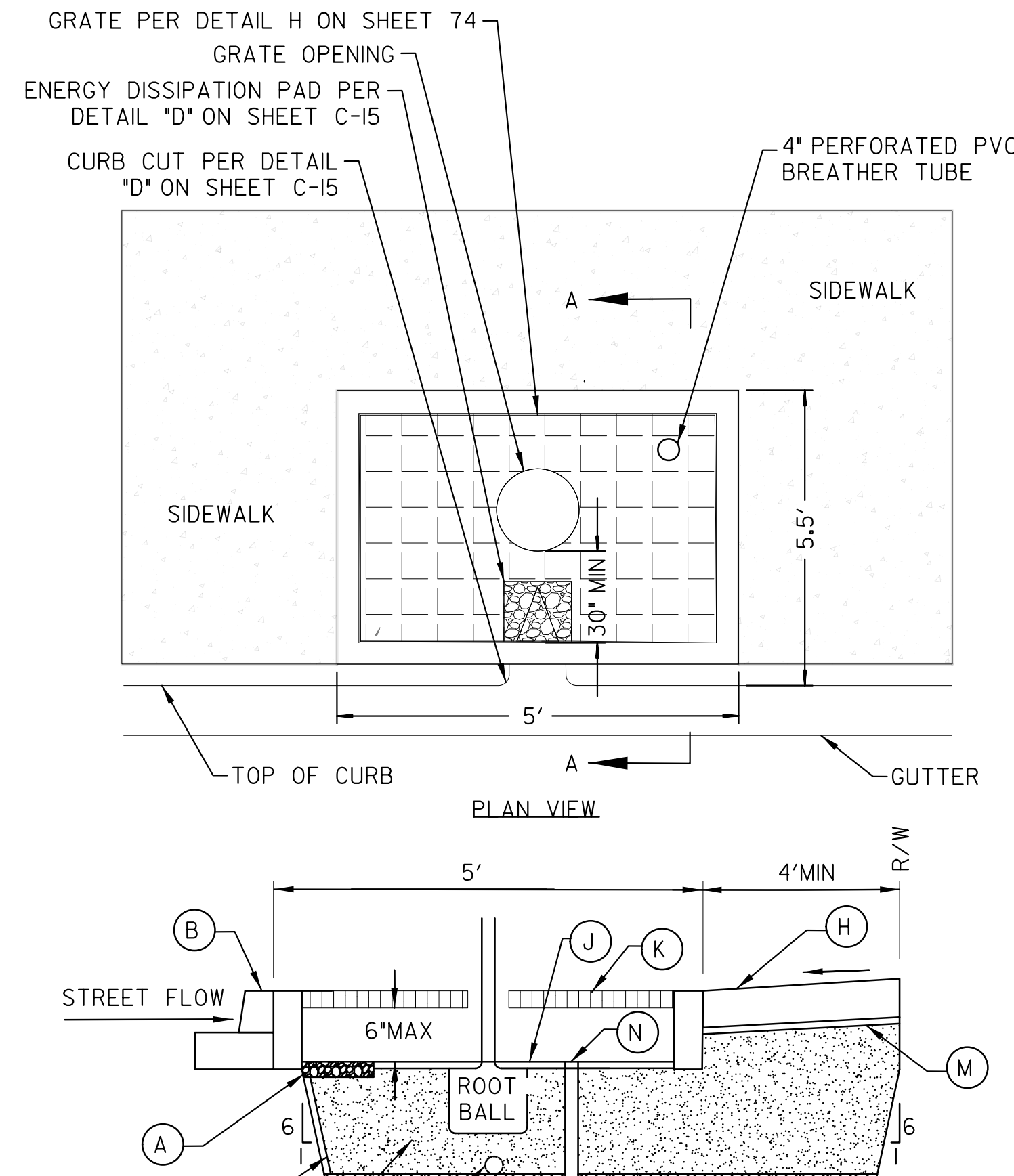
CONSTRUCTION DETAILS



- LEGEND**
- (A) RIP RAP SPLASH PAD
 - (B) 6" CURB WITH CURB INLET CUTS
 - (C) 18" MIN. ENGINEERED SOIL MEDIA. SEE NOTE BELOW
 - (D) 8" DIA. PERFORATED PVC PIPE. INVERT ELEVATED 3" (MIN) ABOVE BOTTOM
 - (E) 6" FILTER COURSE LAYER (3" LAYER OF CLEAN AND WASHED ASTM 33 FINE AGGREGATE SAND OVERLYING A 3" LAYER OF ASTM NO.8 STONE)
 - (F) CONCRETE LINER SEE DETAIL 'C' ON THIS SHEET
 - (G) 6" MIN. RESERVOIR LAYER (ASTM #57 OPEN GRADED STONE)
 - (H) 4' CONCRETE SIDEWALK
 - (I) 6" MIN. SURFACE PONDING
 - (J) 3" MIN. MULCH LAYER
 - (K) METAL GRATE PER DETAIL H ON SHEET 74.

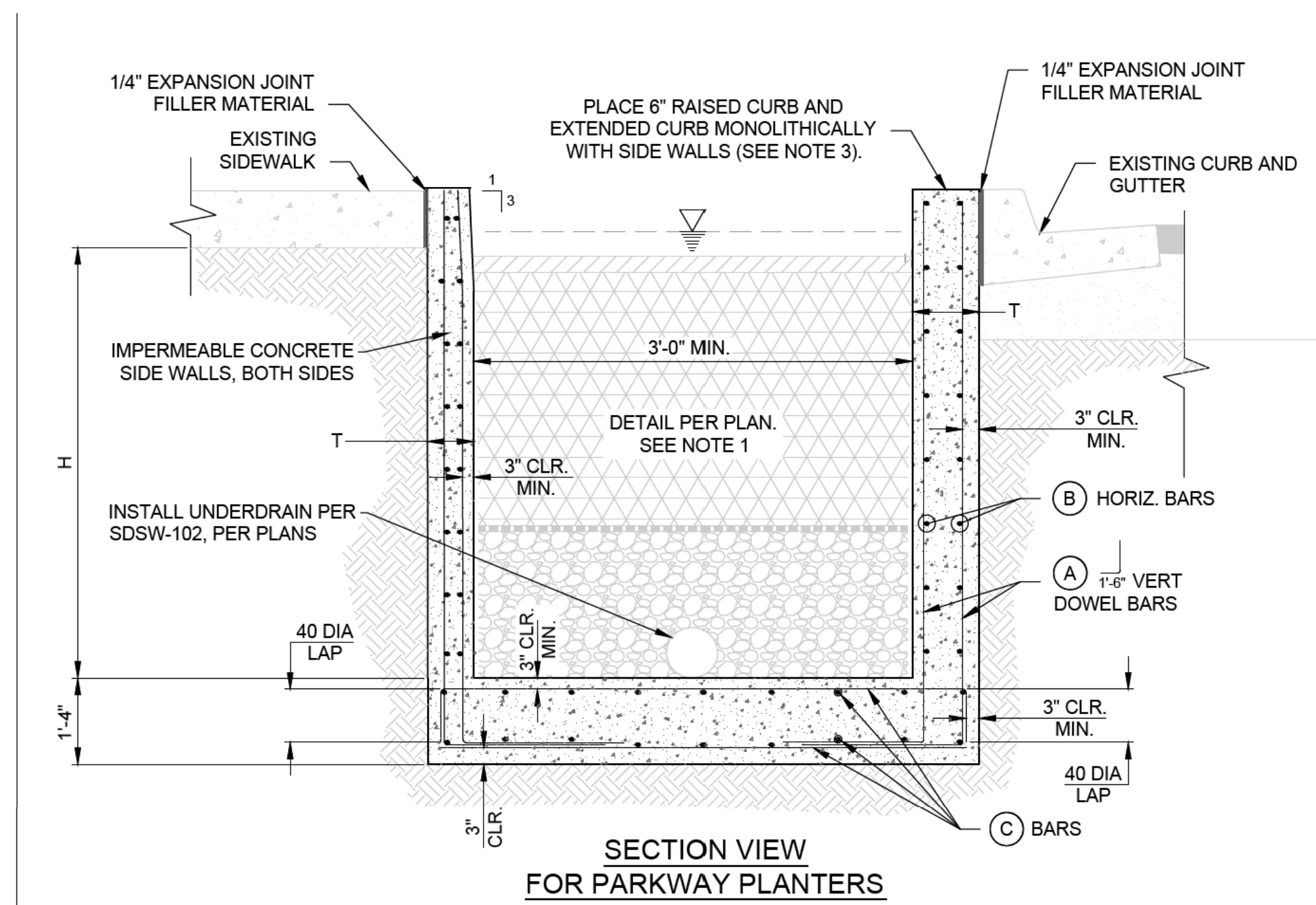
BMP DETAIL "A"
BIOFILTRATION AREA - PARKING ZONE
NOT TO SCALE

NOTE:
BIORETENTION SOIL MEDIA (BSM) SHALL BE IN ACCORDANCE WITH APPENDIX E AND F OF THE 2018 CITY OF SAN DIEGO STORMWATER STANDARDS MANUAL.



- LEGEND**
- (A) RIP RAP SPLASH PAD
 - (B) 6" CURB WITH CURB INLET CUTS
 - (C) 18" MIN. ENGINEERED SOIL MEDIA. SEE NOTE BELOW
 - (D) 8" DIA. PERFORATED PVC PIPE. INVERT ELEVATED 3" (MIN) ABOVE BOTTOM
 - (E) 6" FILTER COURSE LAYER (3" LAYER OF CLEAN AND WASHED ASTM 33 FINE AGGREGATE SAND OVERLYING A 3" LAYER OF ASTM NO.8 STONE)
 - (H) 4' CONCRETE SIDEWALK
 - (I) 3" MIN. MULCH LAYER
 - (K) METAL GRATE PER DETAIL H ON SHEET 74.
 - (L) IMPERMEABLE ROOT BARRIER
 - (M) PLASTIC LINER
 - (N) 4" PVC BREATHING TUBE

BMP DETAIL "B"
ADJACENT COMPACT TREE WELL
NOT TO SCALE



DIMENSIONS AND REINFORCING STEEL (HEAVY TRAFFIC LOADING, 90 PSF UNIFORM) STREET CLASSIFICATION = LOCAL (IND), COLLECTOR, MAJOR, PRIMARY ARTERIAL				DIMENSIONS AND REINFORCING STEEL (LIGHT TRAFFIC LOADING, 45 PSF UNIFORM) STREET CLASSIFICATION = CUL-DE-SAC, LOCAL (LVR), LOCAL (RES)			
HEIGHT, H (MAX)	3'-0"	5'-0"	7'-0"	HEIGHT, H (MAX)	3'-0"	5'-0"	7'-0"
THICKNESS, T (MIN)	0-8"	0-10"	1'-0"	THICKNESS, T (MIN)	0-6"	0-10"	1'-0"
(A) (B) BARS	#4 @ 12" O.C., CENTERED IN WALL	#5 @ 12" O.C., EACH FACE	#6 @ 12" O.C., EACH FACE	(A) (B) BARS	#4 @ 12" O.C., CENTERED IN WALL	#4 @ 12" O.C., EACH FACE	#5 @ 12" O.C., EACH FACE
(C) BARS	#5 @ 12" O.C.		#6 @ 12" O.C.	(C) BARS	#5 @ 12" O.C.		
MAX SOIL PRESSURE	618 PSF	868 PSF	1156 PSF	MAX SOIL PRESSURE	540 PSF	704 PSF	893 PSF

BMP DETAIL "C"
CONCRETE LINER

- NOTES:**
- REFER TO BMP DETAIL "A" FOR BIOFILTRATION COMPONENT DETAILS
 - CONCRETE STRENGTH SHALL BE 3520 PSI (560-C-3250)

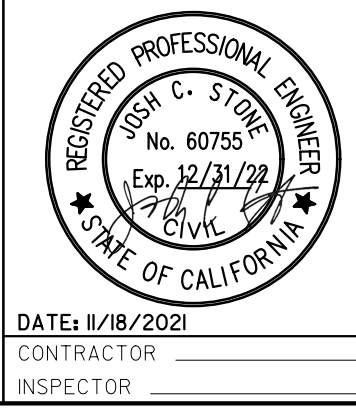
C-16

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1
CONSTRUCTION DETAILS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 25 OF 74 SHEETS

APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	12/09/2021 DATE 87148 RCE#	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER CHECKED BY: ALBERT CHAO PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	<i>Mastaneh Ashrafzadeh</i>	12/09/2021	
ADDENDUM A	GR	<i>Mastaneh Ashrafzadeh</i>	05/12/2022	
SEE EACH SHEET CCS27 COORDINATE				
SEE EACH SHEET CCS83 COORDINATE				
41274-25-D				

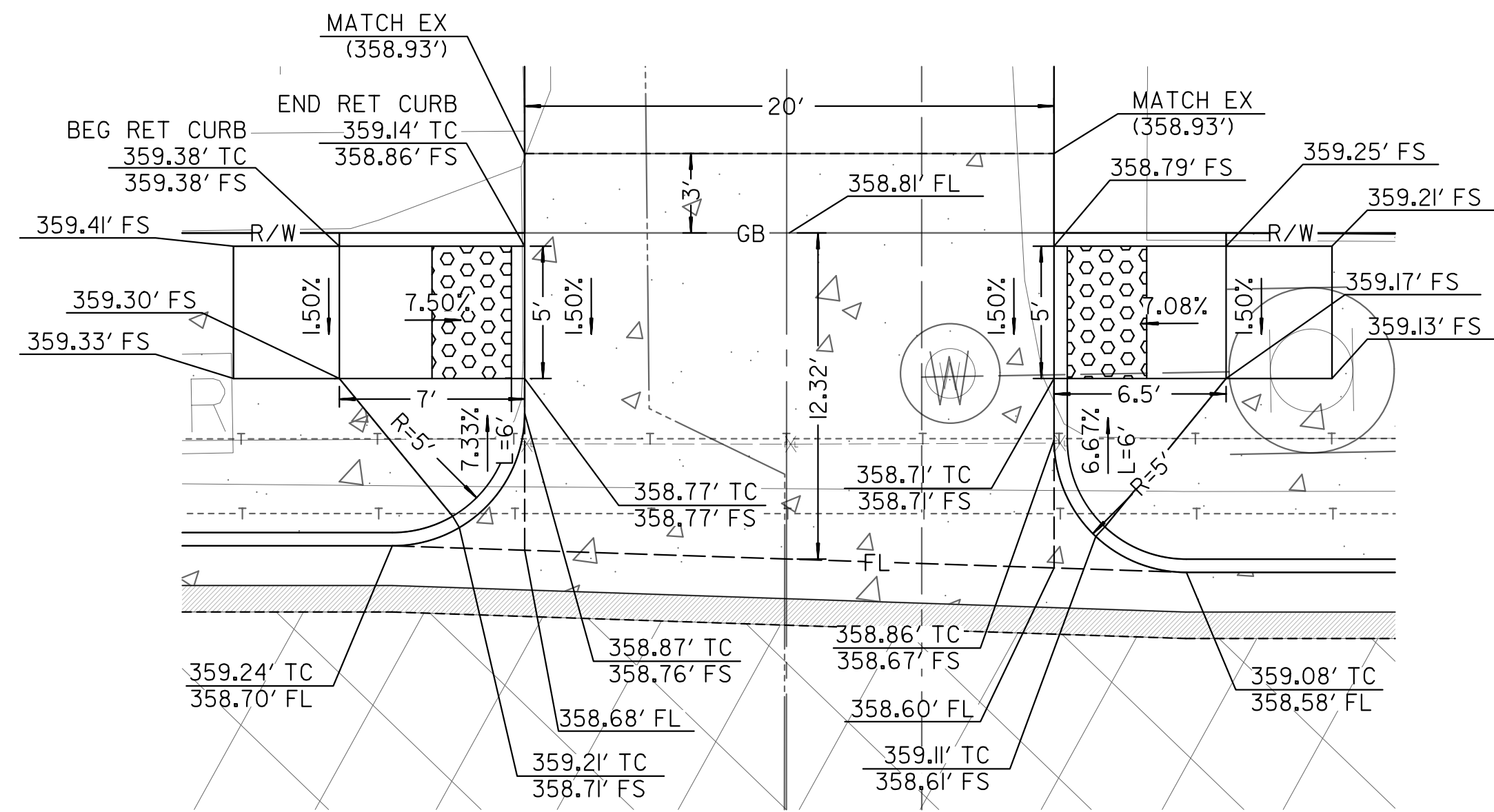
Michael Baker INTERNATIONAL
5050 AVENIDA ENCINAS, SUITE 260
CARLSBAD, CA 92008
PHONE: (760)476-9193
LBAKERINTL.COM



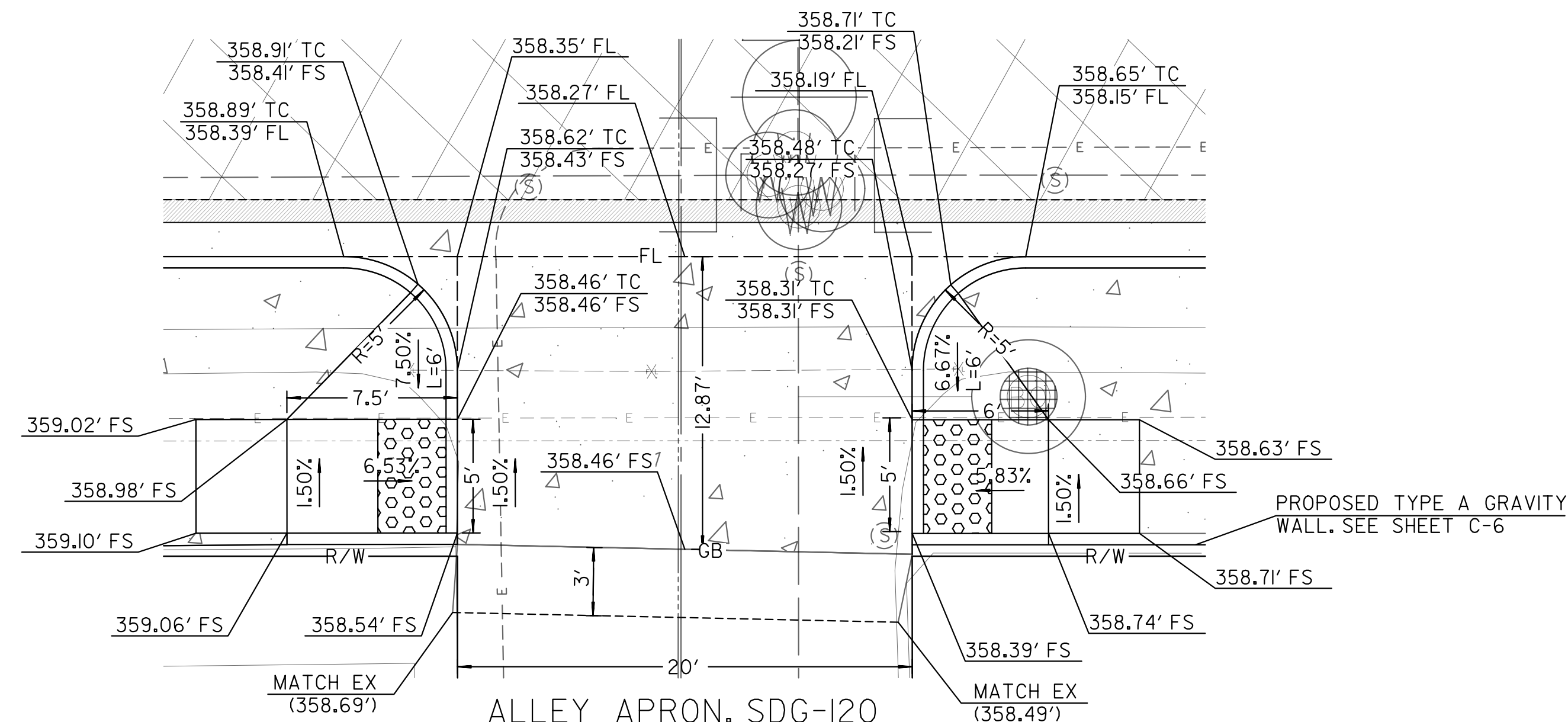
DATE: 11/18/2021
CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

ADDENDUM A

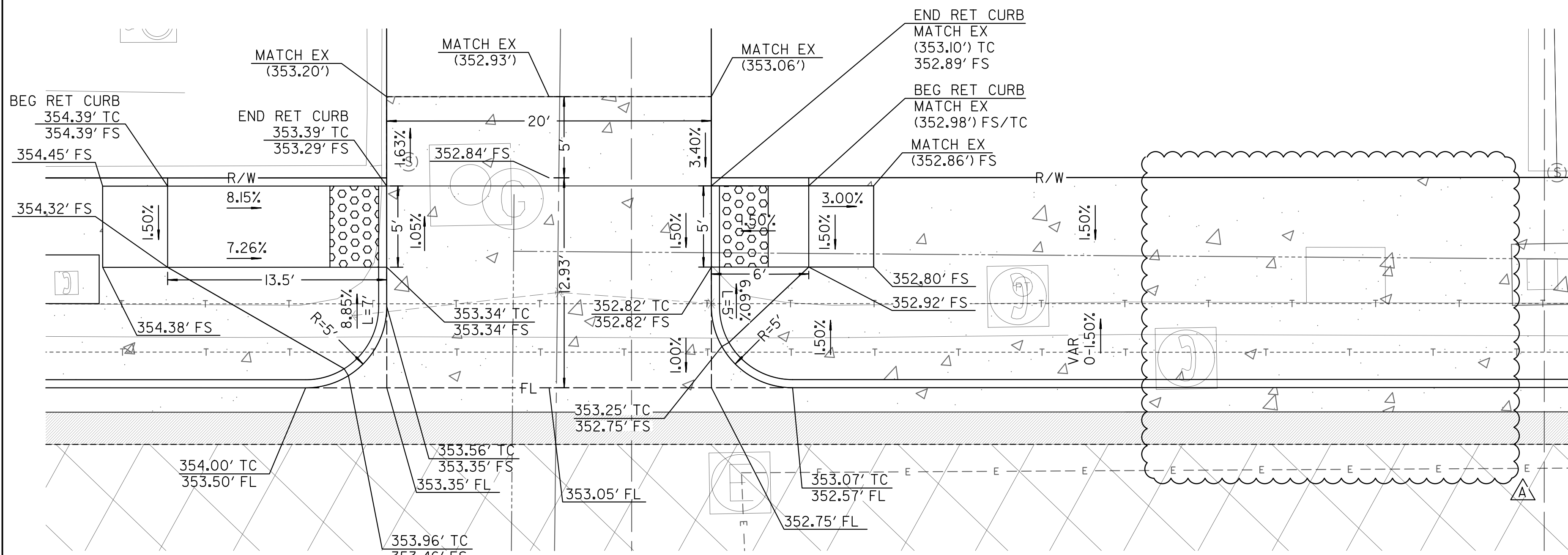
CONSTRUCTION DETAILS



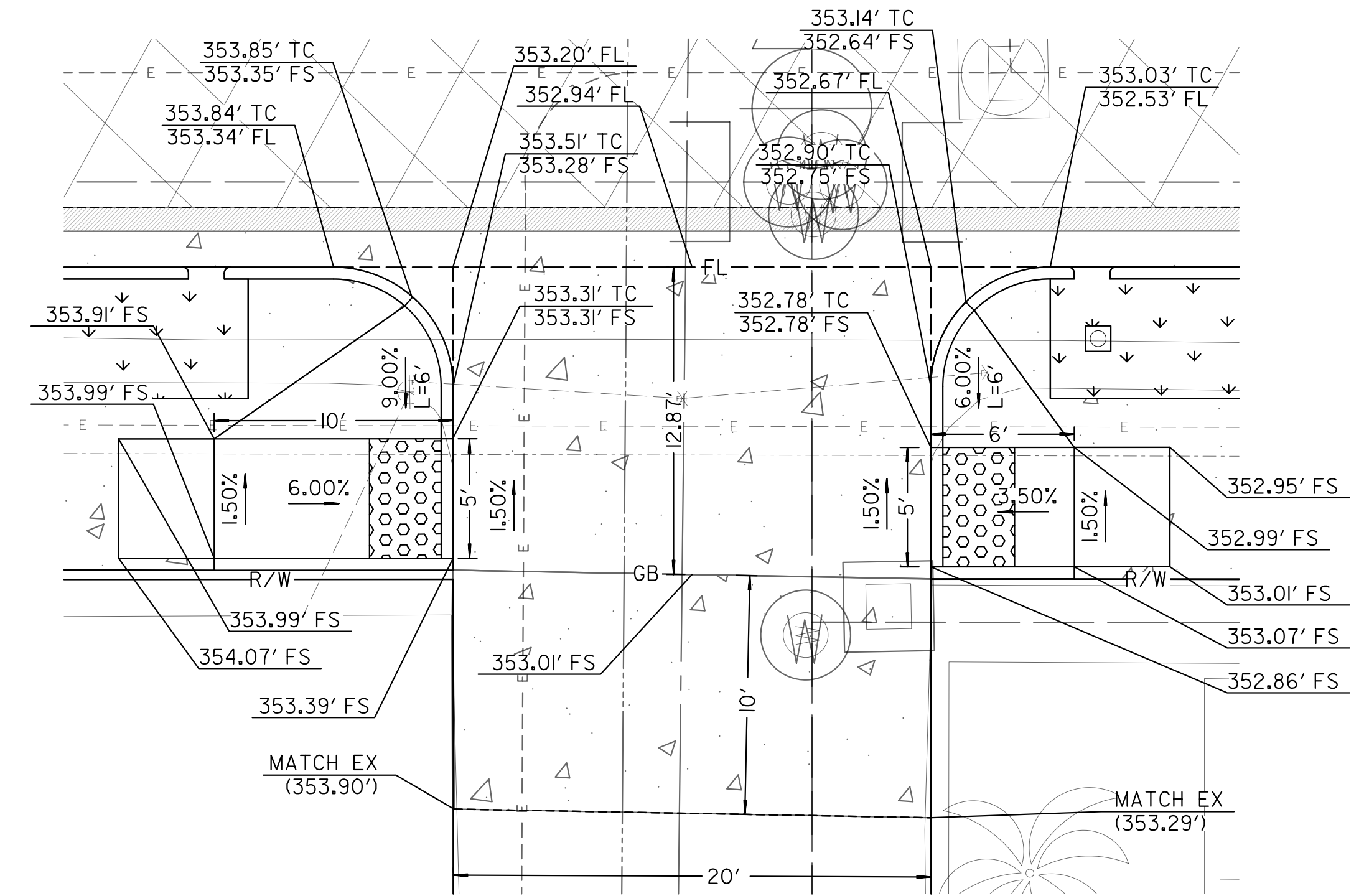
ALLEY APRON, SDG-I20
UNIVERSITY AVE (NORTH)
STA 28+28.24
SEE SHEET C-6



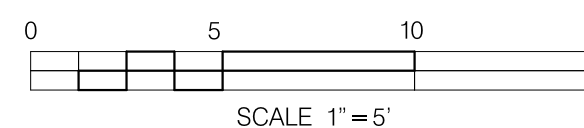
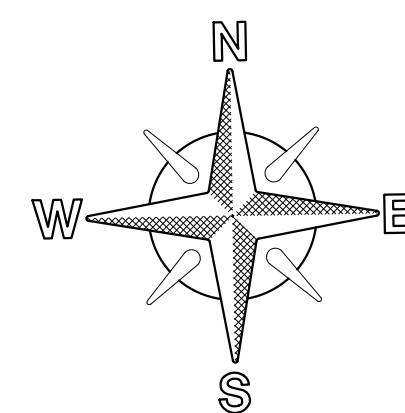
ALLEY APRON, SDG-I20
UNIVERSITY AVE (SOUTH)
STA 28+28.27
SEE SHEET C-6



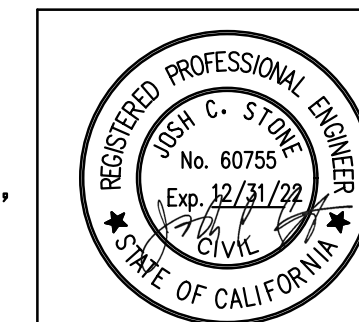
ALLEY APRON, SDG-I20
UNIVERSITY AVE (NORTH)
STA 31+58.31
SEE SHEET C-6



ALLEY APRON, SDG-I20
UNIVERSITY AVE (SOUTH)
STA 31+53.39
SEE SHEET C-6



Michael Baker
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5050 AVENIDA ENCINAS,
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CARLSBAD, CA 92008
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LMBAKERINTL.COM



PLANS FOR THE CONSTRUCTION OF
UNIVERSITY AVENUE COMPLETE STREET
PHASE 1

CONSTRUCTION DETAILS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 29 OF 74 SHEETS

APPROVED: *Mastaneh Ashrafzadeh* 12/09/2021
FOR CITY ENGINEER DATE
MASTANEH ASHRAFZADEH 87148
PRINT DCE NAME RCE#

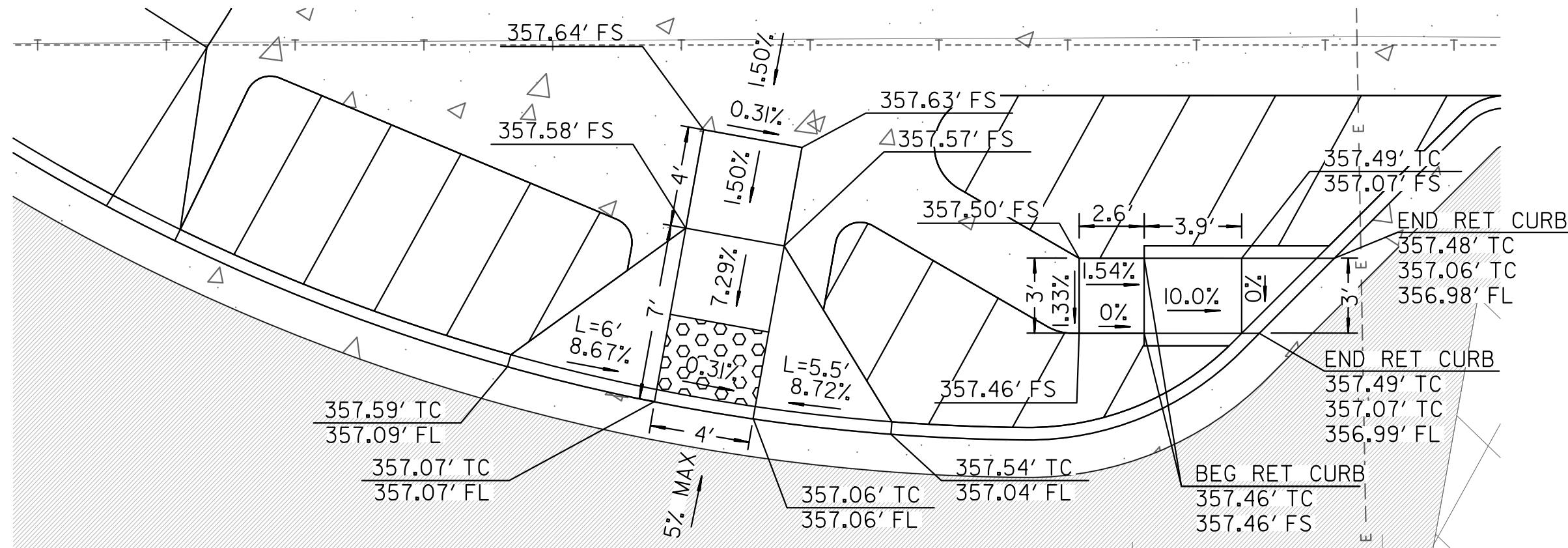
ISSUED BY: NAZIE MANSURY
PROJECT MANAGER
CHECKED BY: ALBERT CHAO
PROJECT ENGINEER

DESCRIPTION BY APPROVED DATE FILMED
ORIGINAL GR/CO *Mastaneh Ashrafzadeh* 12/09/2021
ADDENDUM A GR *Mastaneh Ashrafzadeh* 05/12/2022

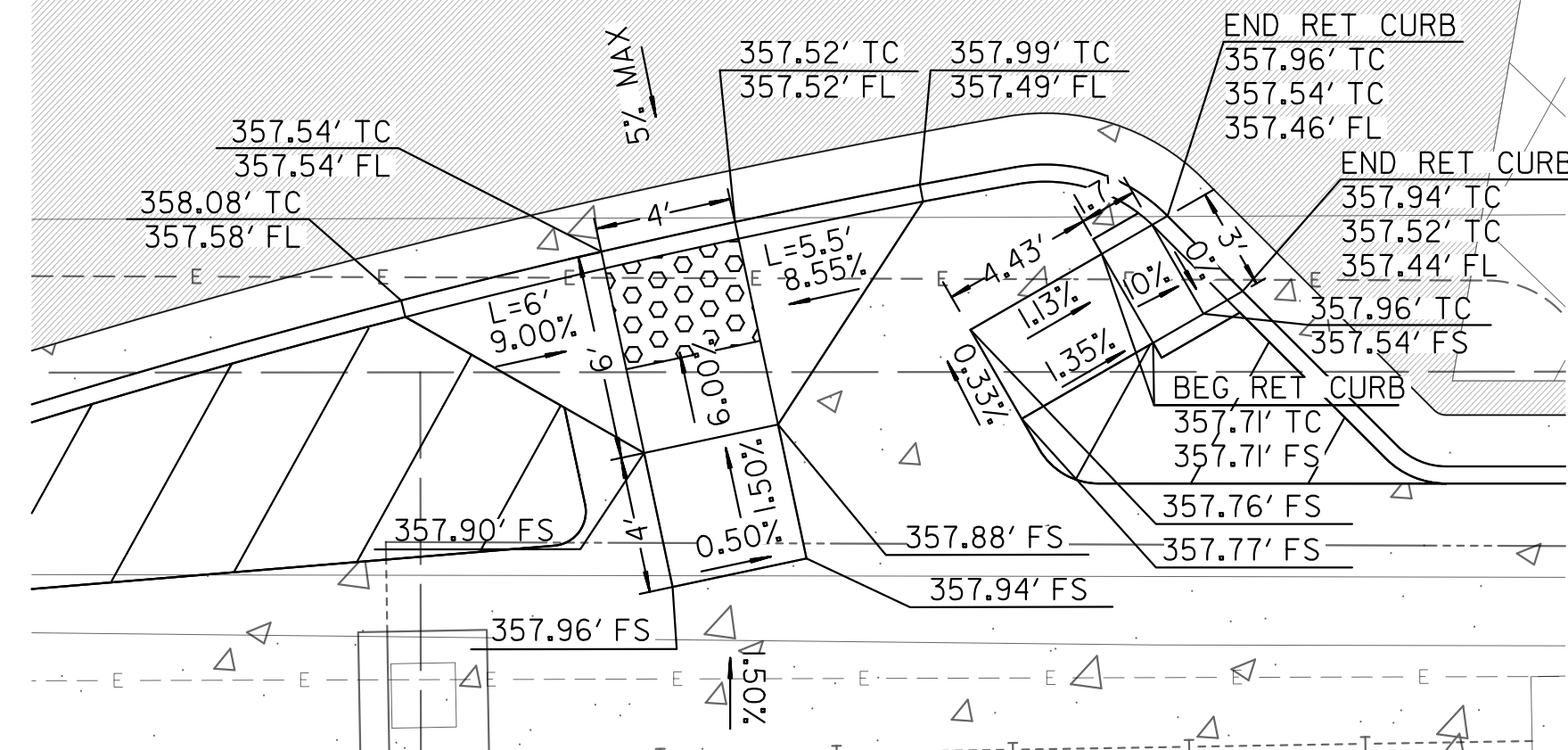
DATE: 11/18/2021
CONTRACTOR: DATE STARTED
INSPECTOR: DATE COMPLETED

C-20

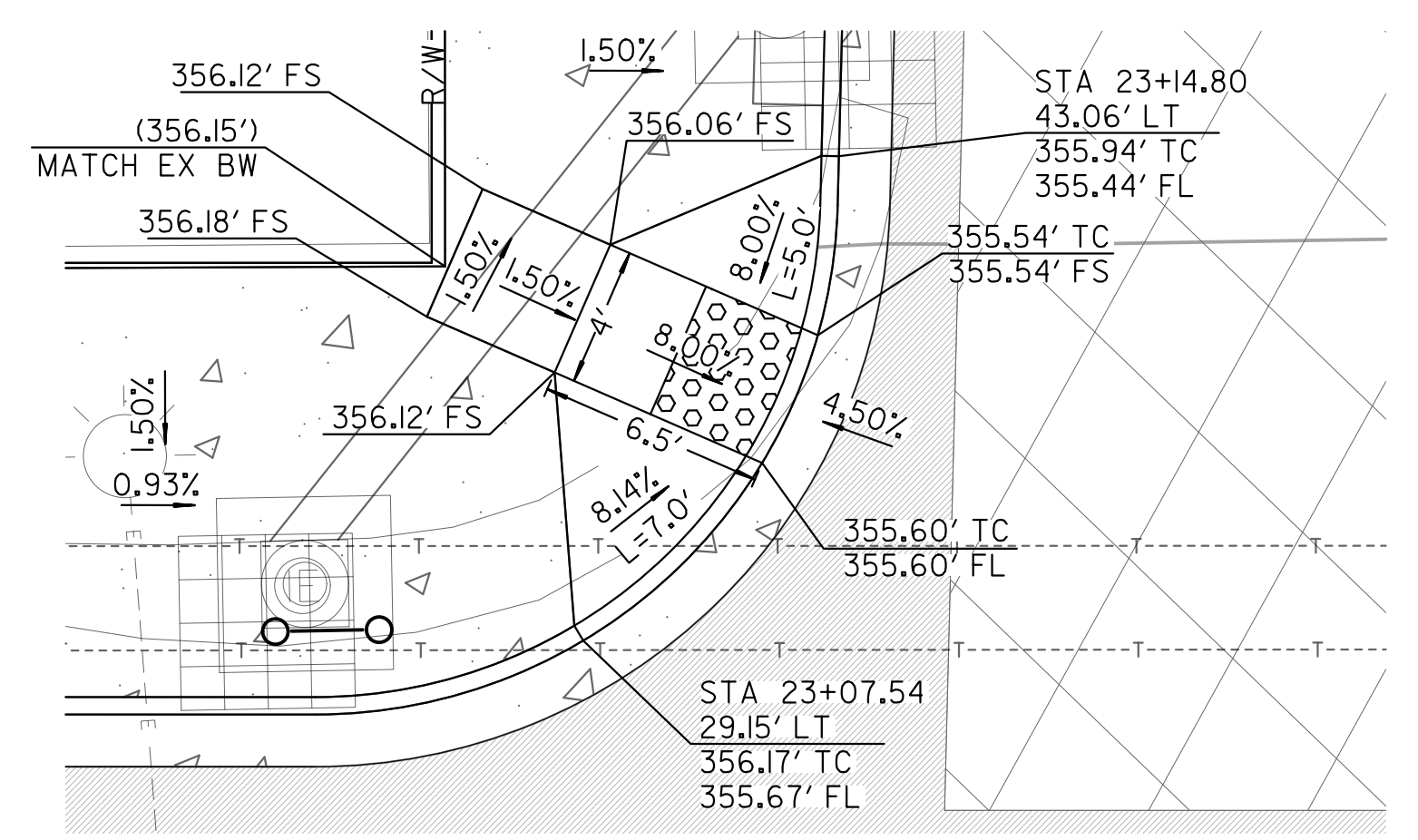
CONSTRUCTION DETAILS



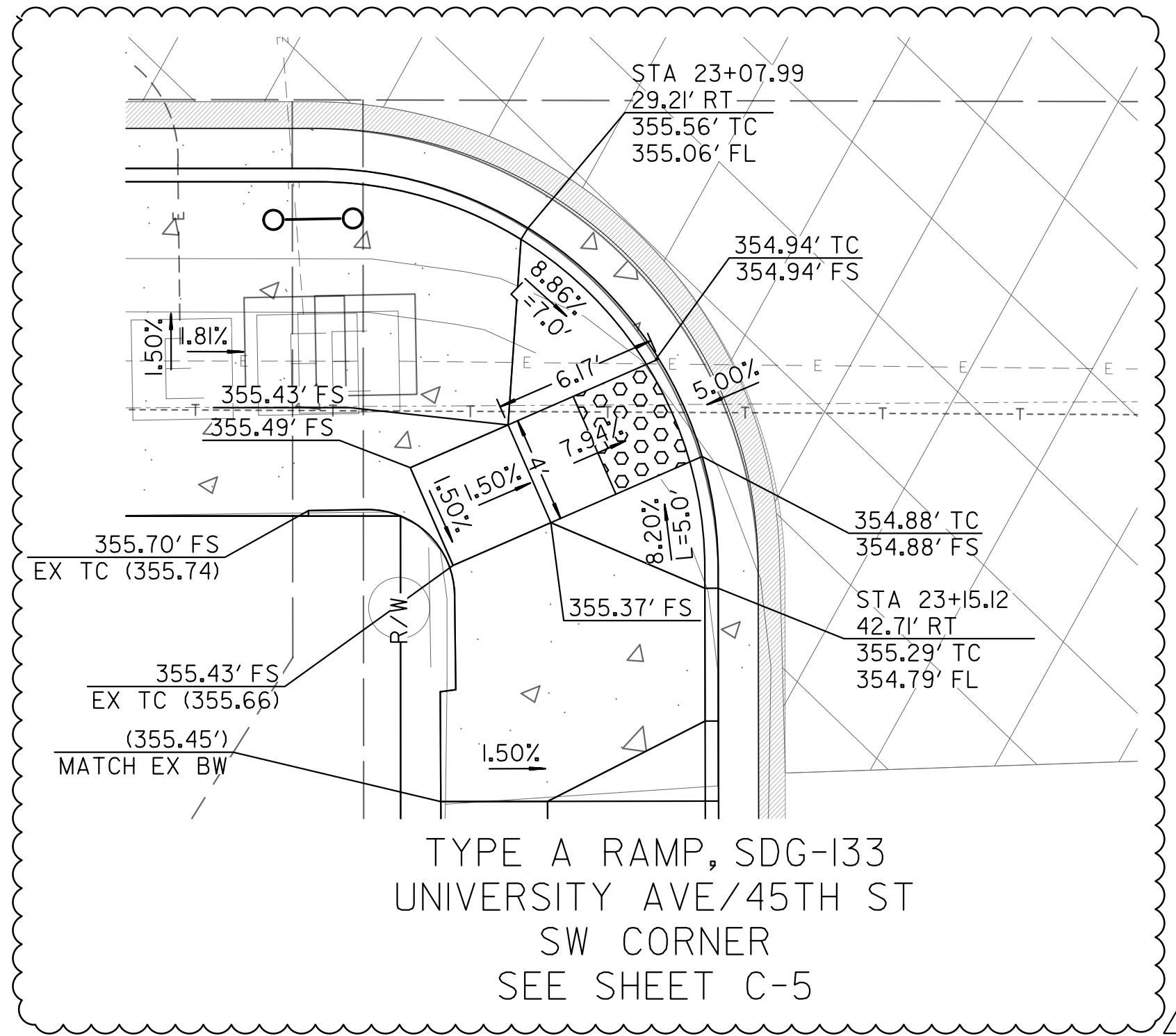
TYPE B RAMP, SDG-I33 & BICYCLE RAMP
UNIVERSITY AVE/HIGHLAND AVE
NE CORNER CROSSING UNIVERSITY AVE
SEE SHEET C-4



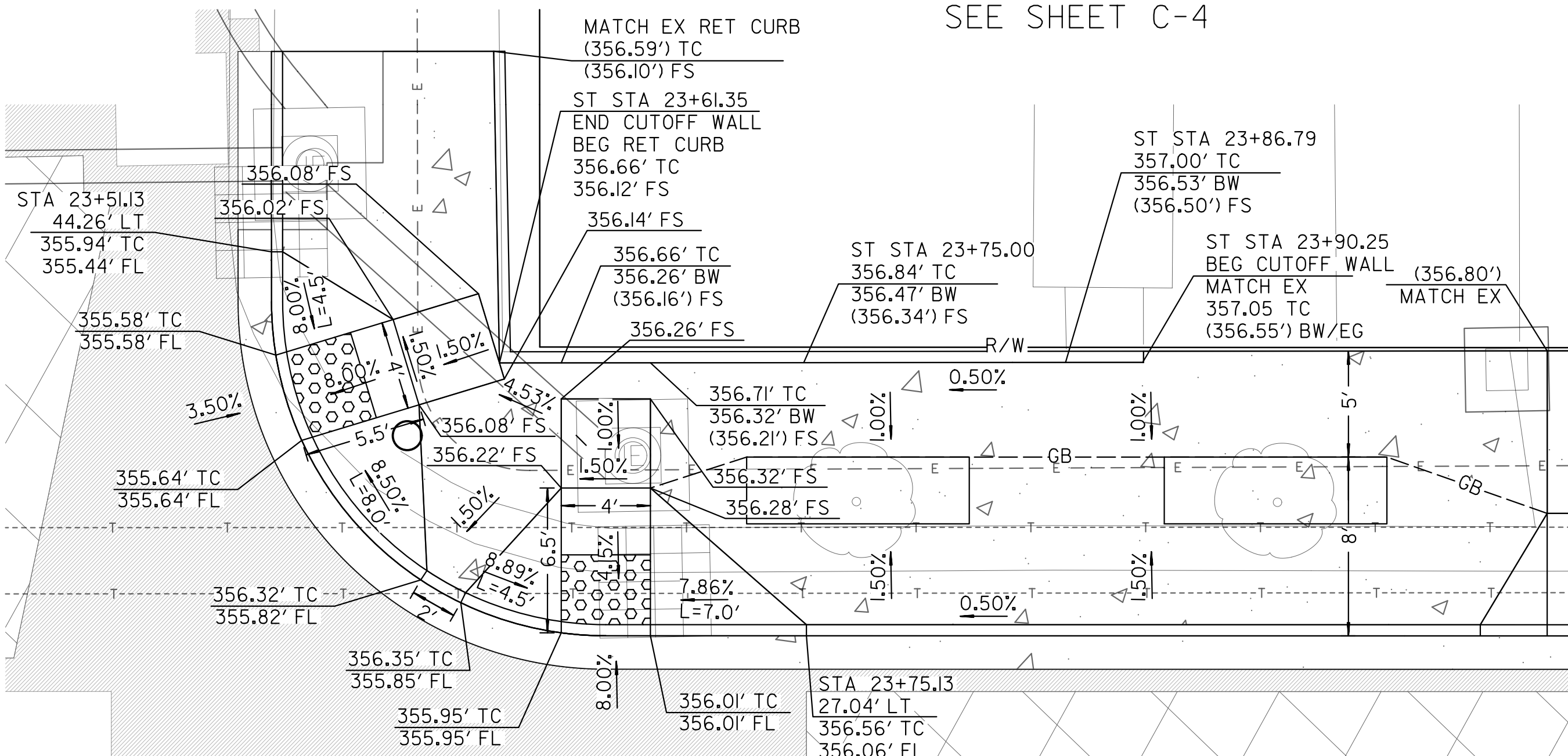
TYPE B RAMP, SDG-I33 & BICYCLE RAMP
UNIVERSITY AVE/HIGHLAND AVE
SE CORNER CROSSING UNIVERSITY AVE
SEE SHEET C-4



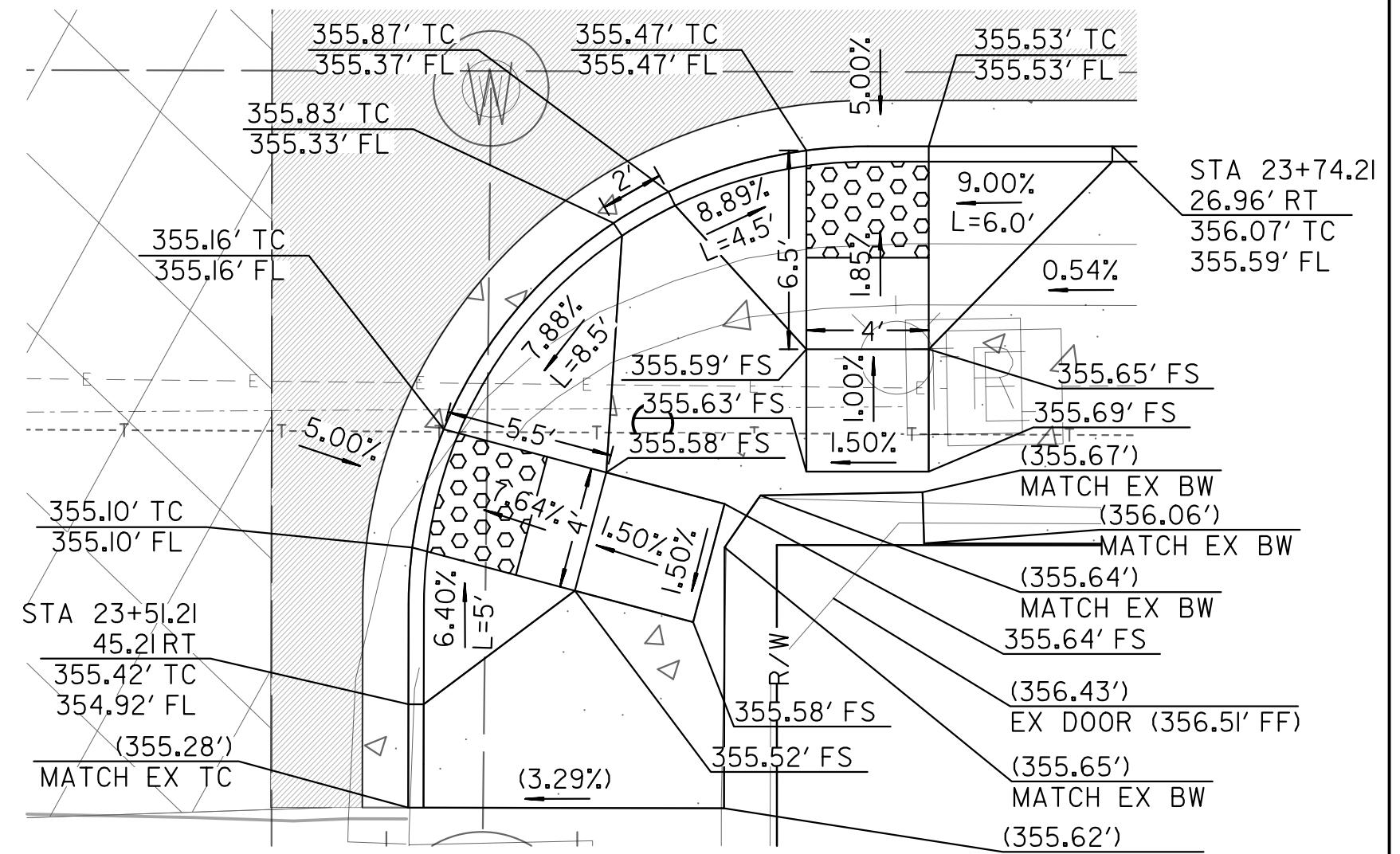
TYPE A RAMP, SDG-I33
UNIVERSITY AVE/45TH ST
NW CORNER
SEE SHEET C-5



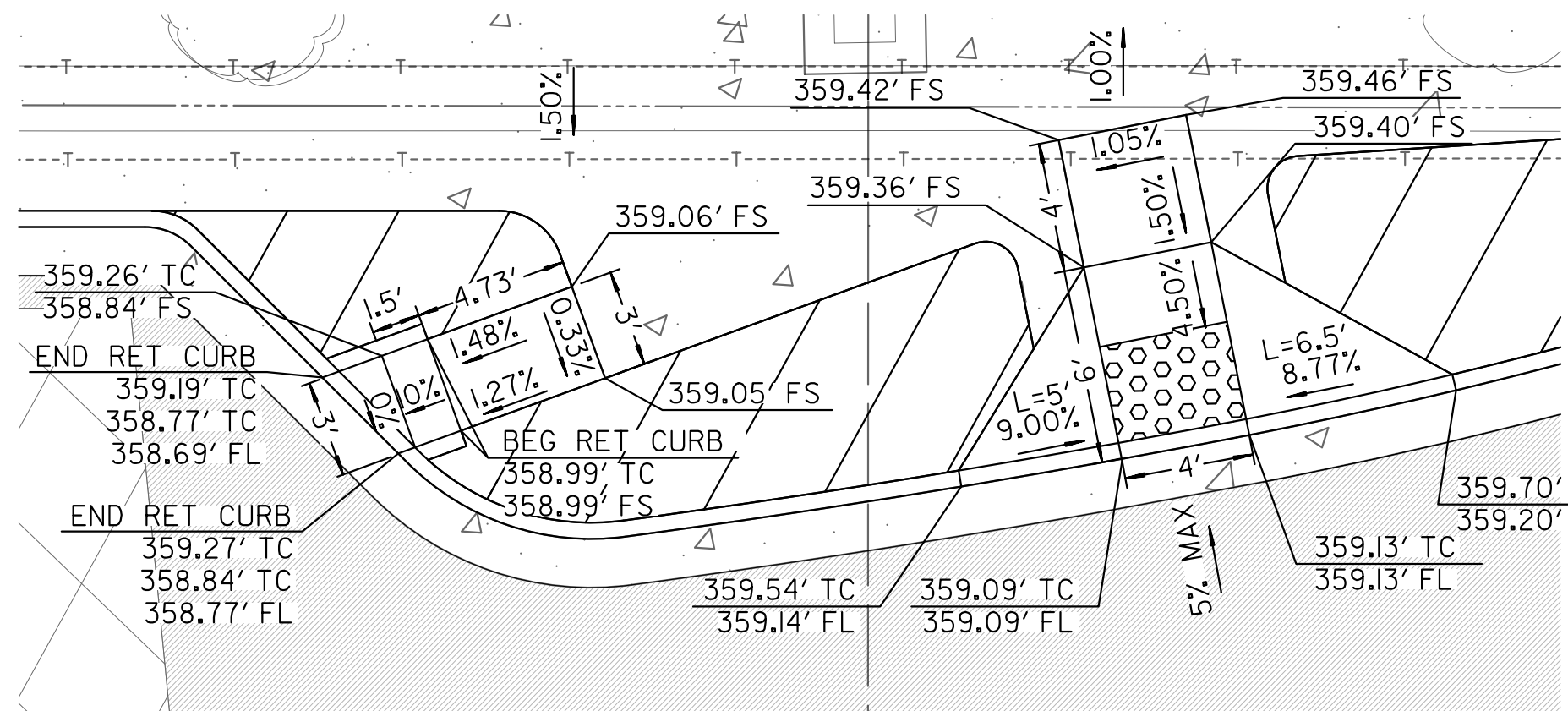
TYPE A RAMP, SDG-I33
UNIVERSITY AVE/45TH ST
SW CORNER
SEE SHEET C-5



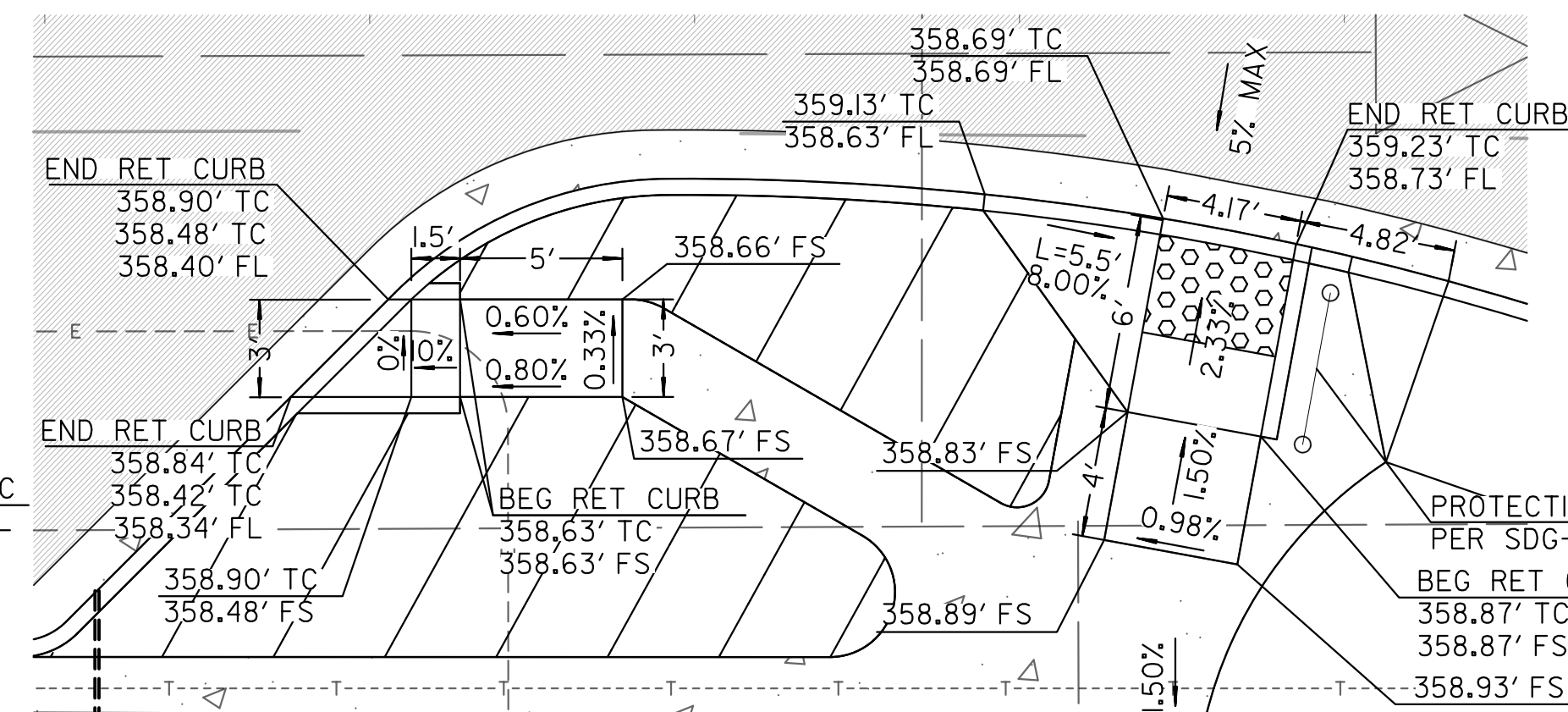
DUAL TYPE A RAMPS, SDG-I33
UNIVERSITY AVE/45TH ST
NE CORNER
SEE SHEET C-5



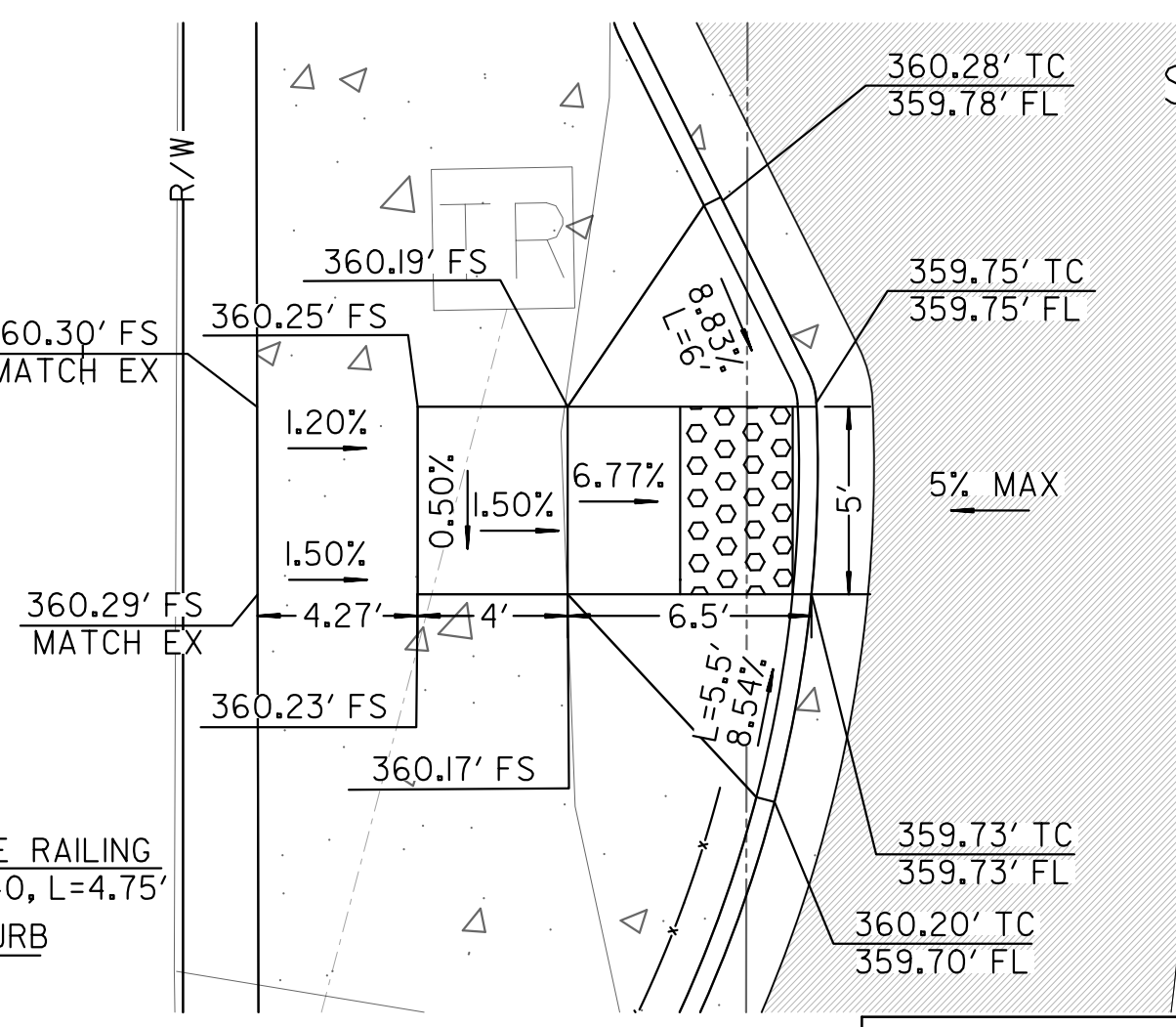
DUAL TYPE A RAMPS, SDG-I33
UNIVERSITY AVE/45TH ST
SE CORNER
SEE SHEET C-5



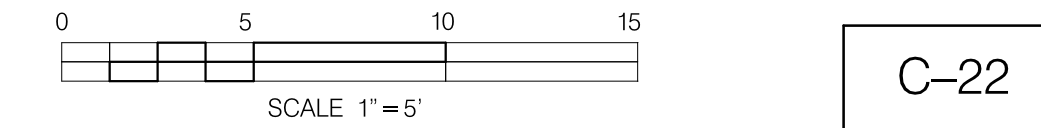
BICYCLE RAMP & TYPE B RAMP, SDG-I33
UNIVERSITY AVE/CHAMOUNE AVE
NW CORNER CROSSING UNIVERSITY AVE
SEE SHEET C-5



BICYCLE RAMP & TYPE B RAMP, SDG-I33
UNIVERSITY AVE/CHAMOUNE AVE
SW CORNER CROSSING UNIVERSITY AVE
SEE SHEET C-5



TYPE B RAMP, SDG-I33
UNIVERSITY AVE/CHAMOUNE AVE
NW CORNER CROSSING CHAMOUNE AVE
SEE SHEET C-5



PLANS FOR THE CONSTRUCTION OF
UNIVERSITY AVENUE COMPLETE STREET
PHASE 1

CONSTRUCTION DETAILS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 31 OF 74 SHEETS		WBS S-18001
APPROVED FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	DRAWN BY NAZIE MANSURY PROJECT MANAGER CHECKED BY ALBERT CHAO PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	GR	Mastaneh Ashrafzadeh
ADDENDUM A	GR	Mastaneh Ashrafzadeh
DATE: 11/18/2021	CONTRACTOR	DATE STARTED
INSPECTOR		DATE COMPLETED
41274-31-D		

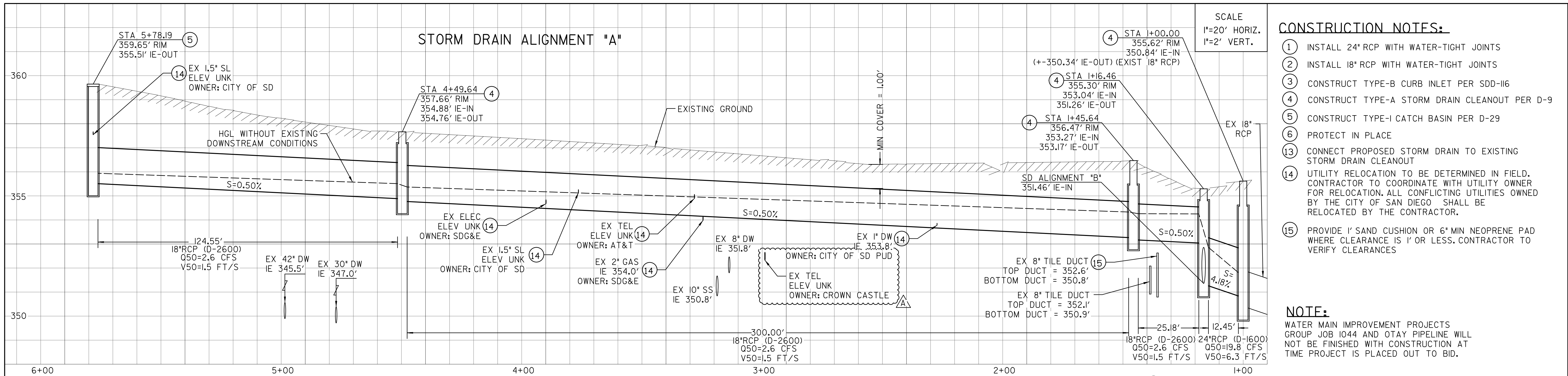
Michael Baker INTERNATIONAL
5050 AVENIDA ENCINAS, SUITE 260
CARLSBAD, CA 92008
PHONE: (760)476-9193
LBAKERINTL.COM



ADJUSTED CURB RETURN ELEVATIONS

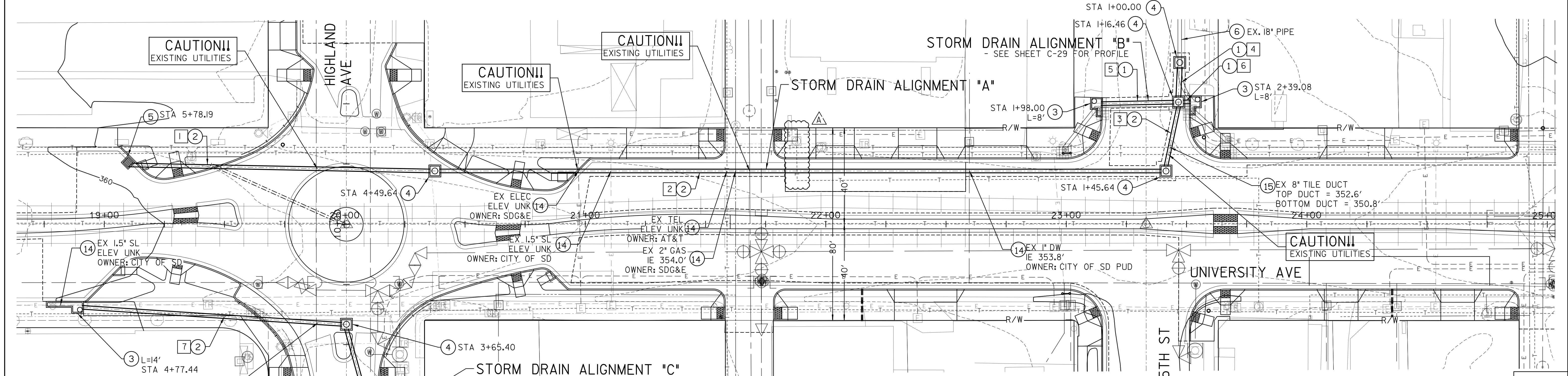
ADDENDUM A

CONSTRUCTION DETAILS



- CONSTRUCTION NOTES:**
- INSTALL 24\"/>

NOTE:
 WATER MAIN IMPROVEMENT PROJECTS GROUP JOB 1044 AND OTAY PIPELINE WILL NOT BE FINISHED WITH CONSTRUCTION AT TIME PROJECT IS PLACED OUT TO BID.



PROPOSED STORM DRAIN DATA TABLE

NO.	Δ/BEARING	LENGTH	D-LOAD	NOTE
1	N87° 48' 55\"/>			

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1
 STORM DRAIN PLAN AND PROFILE

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 36 OF 74 SHEETS

WBS S-18001

APPROVED FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	SUBMITTED BY NAZIE MANSURY PROJECT MANAGER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	GR/CO	Mastaneh Ashrafzadeh	12/09/2021	
ADDENDUM A	GR	Mastaneh Ashrafzadeh	05/12/2022	

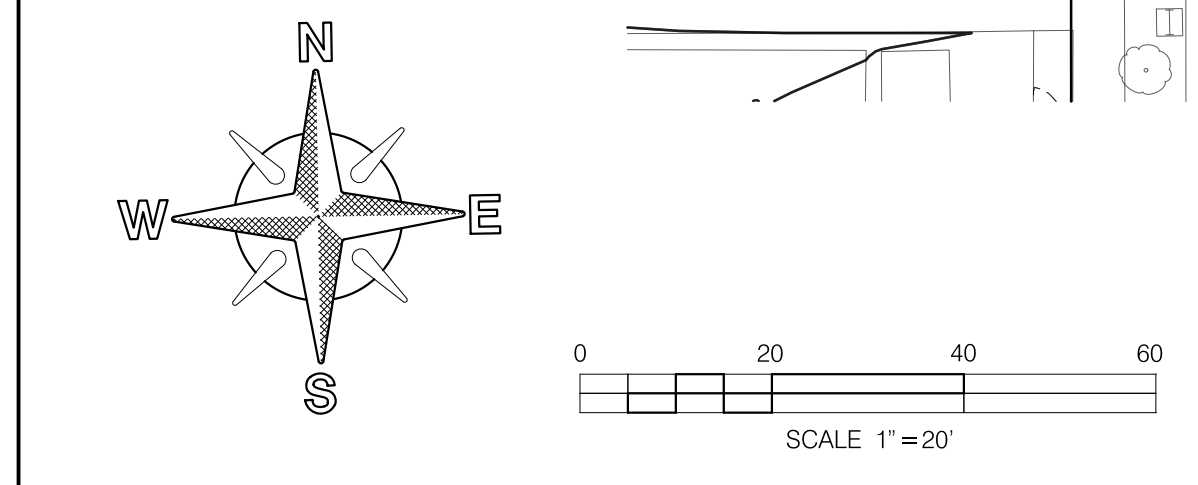
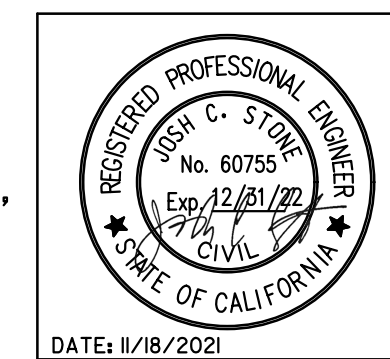
DATE: 11/18/2021
 CONTRACTOR: _____
 INSPECTOR: _____

DATE STARTED: _____
 DATE COMPLETED: _____

1852-6297
 CCS83 COORDINATE
 41274-36-D

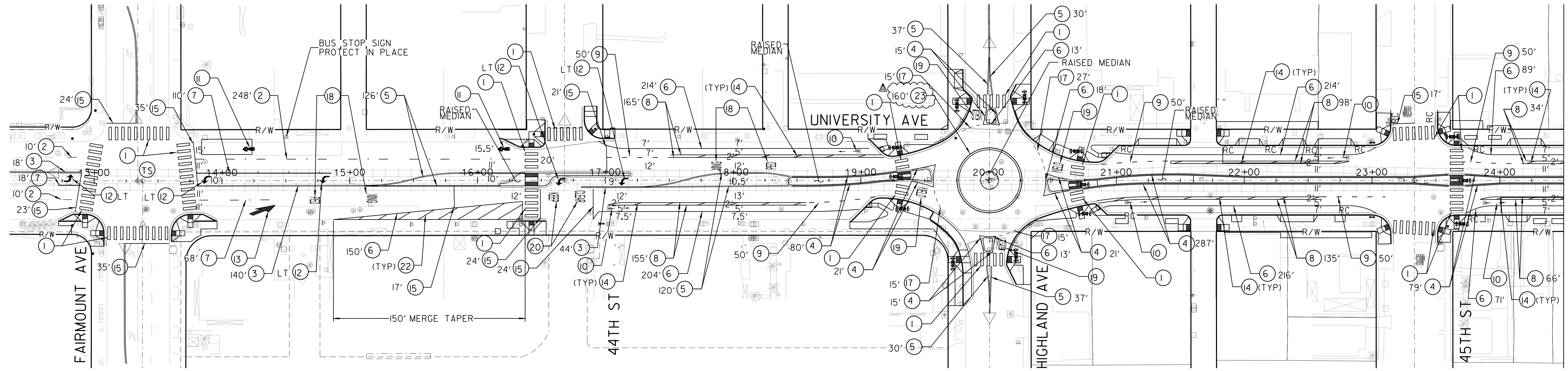
NOTE:
 WATER MAIN IMPROVEMENT PROJECTS GROUP JOB 1044 AND OTAY PIPELINE WILL NOT BE FINISHED WITH CONSTRUCTION AT TIME PROJECT IS PLACED OUT TO BID.

Michael Baker INTERNATIONAL
 5050 AVENIDA ENCINAS, SUITE 260
 CARLSBAD, CA 92008
 PHONE: (760)476-9193
 LMBAKERINTL.COM

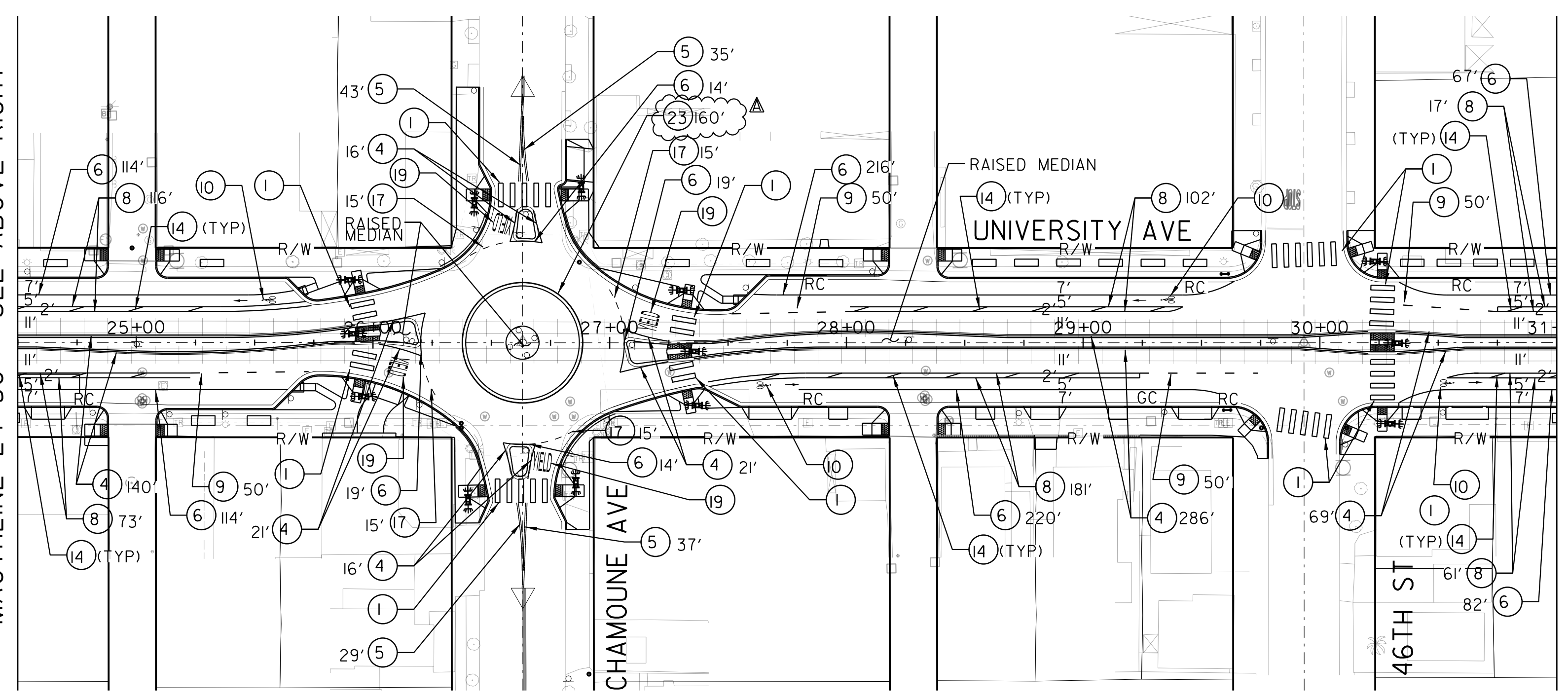


STORM DRAIN PLAN AND PROFILE

ADDENDUM A



MACTHLINE 37+50 - SEE BELOW LEFT



MACTHLINE 24+50 - SEE ABOVE RIGHT

MACTHLINE 31+00 - SEE SHEET C-32

CONSTRUCTION NOTES:

- 1 INSTALL WHITE CONTINENTAL CROSSWALK PER SDM-116.
- 2 INSTALL 6" WHITE LANE LINE PER CALTRANS STD PLAN A20A, DETAIL 9.
- 3 INSTALL DOUBLE YELLOW CENTERLINE PER CALTRANS STD PLAN A20A, DETAIL 22.
- 4 INSTALL 6" YELLOW LEFT EDGELINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- 5 INSTALL YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD PLAN A20B, DETAIL 29.
- 6 INSTALL 6" WHITE RIGHT EDGELINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- 7 INSTALL 8" WHITE CHANNELIZING LINE PER CALTRANS A20D, DETAIL 38.
- 8 INSTALL 6" WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39.
- 9 INSTALL 6" WHITE BIKE LANE INTERSECTION LINE PER CALTRANS STD PLAN A20D, DETAIL 39A.
- 10 INSTALL HELMETED BICYCLIST SYMBOL AND ARROW PER CAMUTCD FIGURE 9C-3B AND CALTRANS STD PLAN A24A AND A24C.
- 11 INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD PLAN A24C.
- 12 INSTALL TYPE IV ARROW PER CALTRANS STD PLAN A24A.
- 13 INSTALL TYPE VI ARROW PER CALTRANS STD PLAN A24A.
- 14 INSTALL 6" WHITE HATCHING AT 30 DEGREES SPACED 25' O.C.
- 15 INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD PLAN A24E.
- 17 INSTALL 6" WHITE RIGHT EDGELINE, 3' STRIPE, 3' GAP.
- 18 INSTALL "PED XING" MARKING PER CALTRANS STD PLAN A24D.
- 19 INSTALL "YIELD" MARKING PER CALTRANS STD PLAN A24D.
- 20 INSTALL "KEEP CLEAR" MARKING PER CALTRANS STD PLAN A24E.
- 22 INSTALL 8" WHITE HATCHING AT 30 DEGREES SPACED 8' O.C.
- 23 INSTALL 6" YELLOW LEFT EDGELINE PER MOD DETAIL 25. TYPE D MARKERS ALTERNATING ROTATION, SEE SHEET C-32.

LEGEND

- (TS) EXISTING TRAFFIC SIGNAL
- ◁ MATCH EXISTING STRIPING/END PROPOSED STRIPING
- ◊ PROPOSED SIGN
- RC RED CURB
- WC WHITE CURB
- GC GREEN CURB
- RRFB

TAPER CALCULATIONS

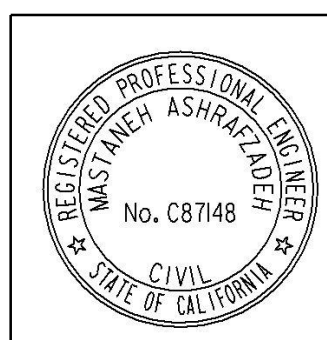
L MERGE TAPER = L
 $L = (W \times S^2) / 60 = (10 \times 30^2) / 60 = 150'$ USE 150'
 L = LENGTH OF TRANSITION
 W = OFFSET
 S = DESIGN SPEED

C-31

PLANS FOR THE CONSTRUCTION OF
 UNIVERSITY AVENUE COMPLETE STREET
 PHASE 1
 STRIPING PLANS

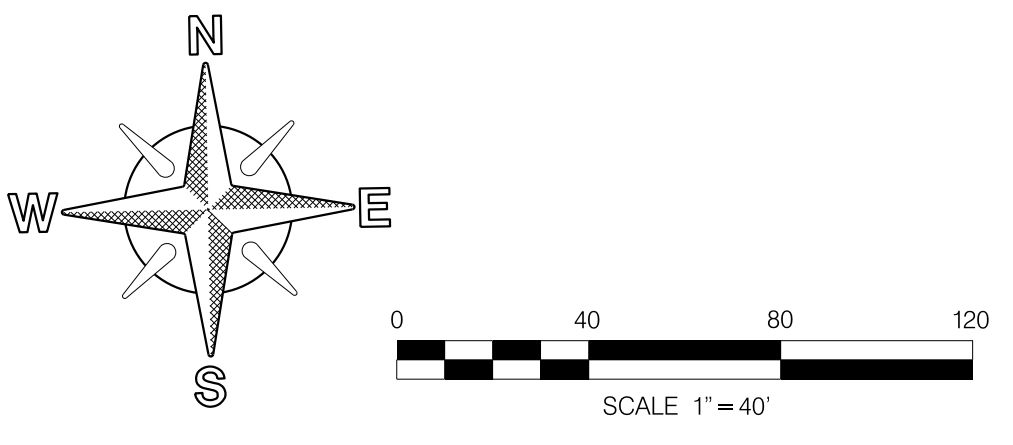
CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 40 OF 73 SHEETS

WBS S-18001

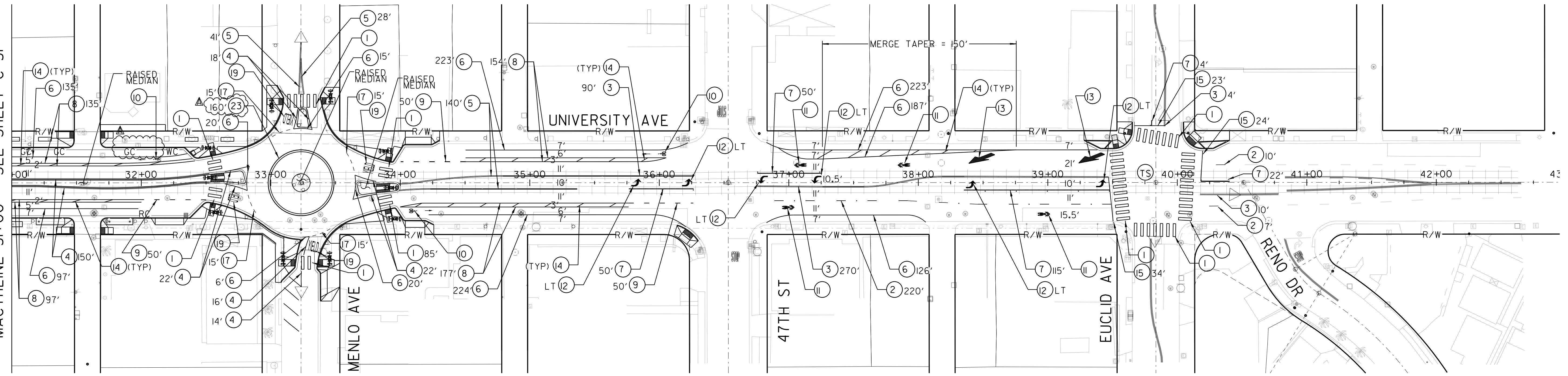


APPROVED FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	SUBMITTED BY NAZIE MANSURY PROJECT MANAGER			
DESCRIPTION	BY	APPROVED	DATE	FILMED	CHIEF ENGINEER ALBERT CHAO PROJECT ENGINEER
ORIGINAL	AC	Mastaneh Ashrafzadeh	12/09/2021		210-1737
ADDENDUM A	AC	Mastaneh Ashrafzadeh	05/12/2022		CCS27 COORDINATE
					1850-6298
					CCS83 COORDINATE

CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____



MACTHLINE 31+00 - SEE SHEET C-31



CONSTRUCTION NOTES

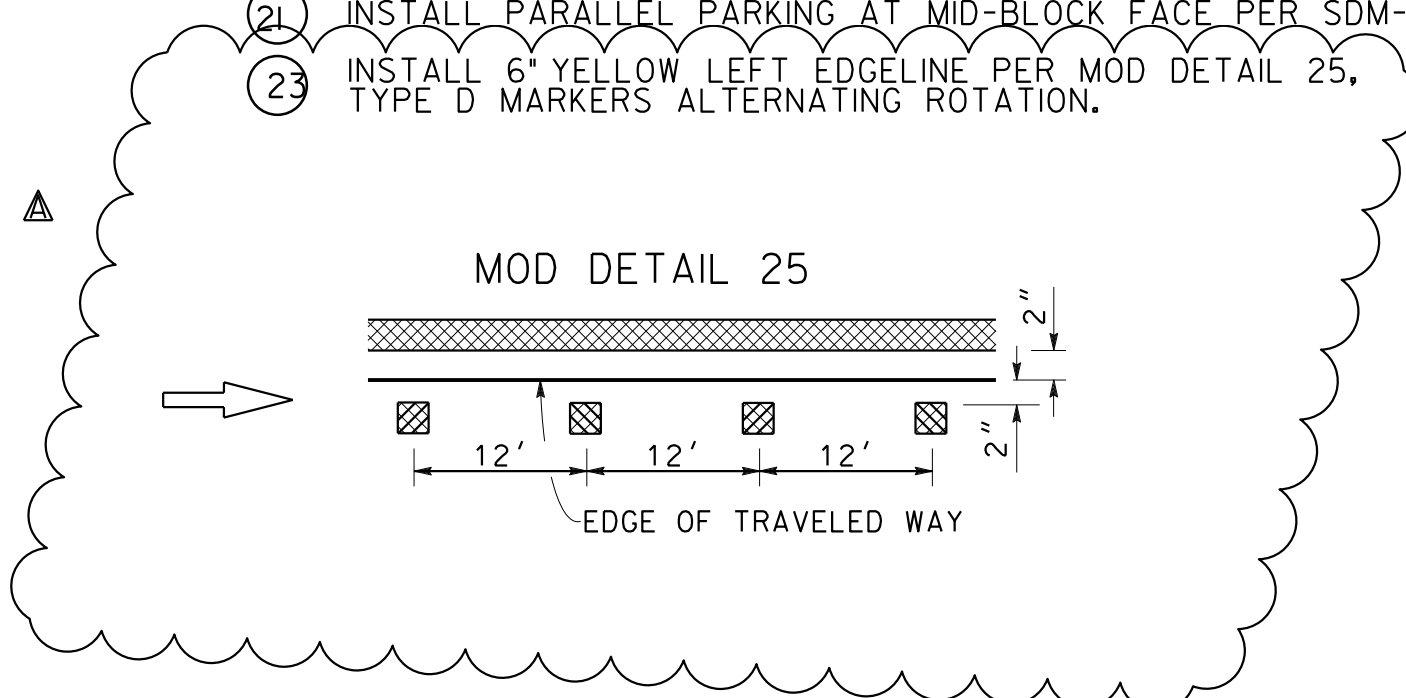
- ① INSTALL WHITE CONTINENTAL CROSSWALK PER SDM-II6.
- ② INSTALL 6" WHITE LANE LINE PER CALTRANS STD PLAN A20A, DETAIL 9.
- ③ INSTALL DOUBLE YELLOW CENTERLINE PER CALTRANS STD PLAN A20A, DETAIL 22.
- ④ INSTALL 6" YELLOW LEFT EDGELINE PER CALTRANS STD PLAN A20B, DETAIL 25
- ⑤ INSTALL YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD PLAN A20B, DETAIL 29.
- ⑥ INSTALL 6" WHITE RIGHT EDGELINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- ⑦ INSTALL 8" WHITE CHANNELIZING LINE PER CALTRANS A20D, DETAIL 38.
- ⑧ INSTALL 6" WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39.
- ⑨ INSTALL 6" WHITE BIKE LANE INTERSECTION LINE PER CALTRANS STD PLAN A20D, DETAIL 39A.
- ⑩ INSTALL HELMETED BICYCLIST SYMBOL AND ARROW PER CAMUTCD FIGURE 9C-3B AND CALTRANS STD PLAN A24A AND A24C.
- ⑪ INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD PLAN A24C.
- ⑫ INSTALL TYPE IV ARROW PER CALTRANS STD PLAN A24A.
- ⑬ INSTALL TYPE VIARROW PER CALTRANS STD PLAN A24A.
- ⑭ INSTALL 6" WHITE HATCHING AT 30 DEGREES SPACED 25' O.C.
- ⑮ INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD PLAN A24E.
- ⑰ INSTALL 6" WHITE RIGHT EDGELINE, 3' STRIPE, 3' GAP.
- ⑱ INSTALL "PED XING" MARKING PER CALTRANS STD PLAN A24D.
- ⑲ INSTALL "YIELD" MARKING PER CALTRANS STD PLAN A24D.
- ⑳ INSTALL PARALLEL PARKING AT MID-BLOCK FACE PER SDM-II7, PAGE 8.
- ㉓ INSTALL 6" YELLOW LEFT EDGELINE PER MOD DETAIL 25, TYPE D MARKERS ALTERNATING ROTATION.

TAPER CALCULATIONS

I. MERGE TAPER = L
 $L = (W \times S^2) / 60 = (10 \times 30^2) / 60 = 150'$ USE 150'
 L = LENGTH OF TRANSITION
 W = OFFSET
 S = DESIGN SPEED

LEGEND

- Ⓣ EXISTING TRAFFIC SIGNAL
- ◁ MATCH EXISTING STRIPING/END PROPOSED STRIPING
- Ⓧ PROPOSED SIGN
- RC RED CURB
- WC WHITE CURB
- GC GREEN CURB
- RRFB
- ▣ TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- ▨ 6" YELLOW

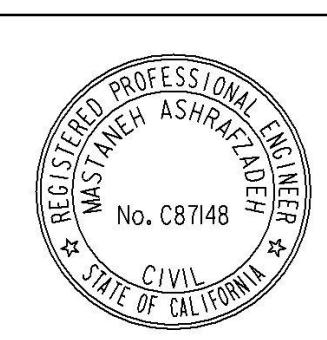


C-32

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1 STRIPING PLANS

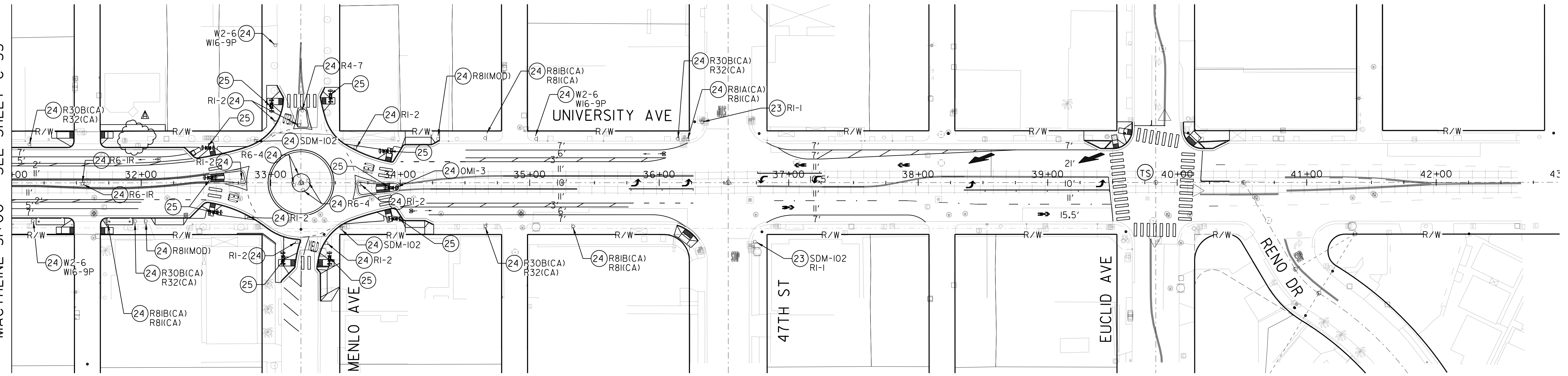
CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 41 OF 73 SHEETS

APPROVED: <i>Mastaneh Ashrafzadeh</i> 12/09/2021		DATE		SUBMITTED BY: NAZIE MANSURY	
FOR CITY ENGINEER: MASTANEH ASHRAFZADEH 87148		DATE		PROJECT MANAGER	
PRINT DCE NAME		RCE#		CHECKED BY: ALBERT CHAO	
PROJECT ENGINEER		PROJECT ENGINEER		PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	
ORIGINAL	AC	<i>Mastaneh Ashrafzadeh</i>	12/09/2021		210-1737
ADDENDUMA	AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022		CCS27 COORDINATE
					1850-6298
					CCS83 COORDINATE
CONTRACTOR					41274-41-D
INSPECTOR					
DATE STARTED					
DATE COMPLETED					



STRIPING

MATCHLINE 31+00 - SEE SHEET C-33



SIGN LEGEND

CONSTRUCTION NOTES:

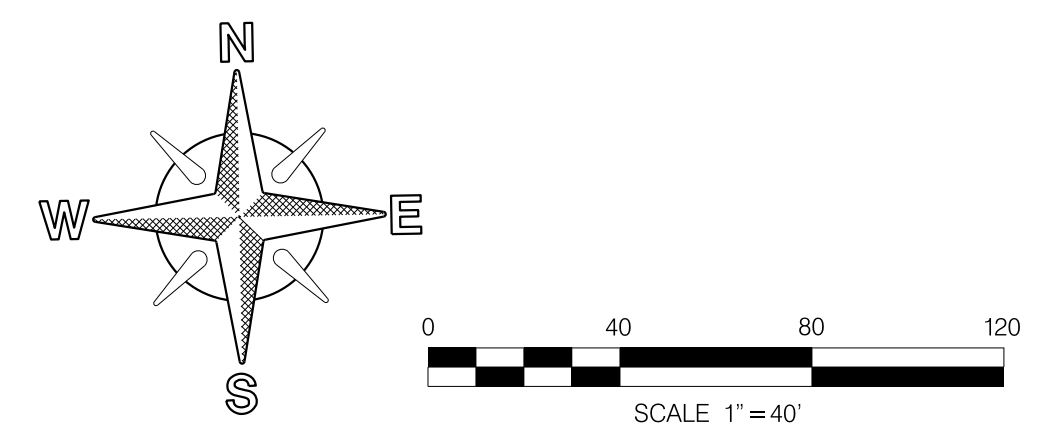
- (23) PROTECT EXISTING SIGN IN PLACE
- (24) INSTALL NEW SIGN AND POST
- (25) INSTALL RRFB, SEE E SHEETS.

LEGEND

- MATCH EXISTING STRIPING/END
- PROPOSED SIGN
- RRFB

STANDARD SIGN SIZES

- R1-1 = 30"x30"
- R1-2 = 36"x36"x36"
- R2-1 = 24"x30"
- R3-5 = 30"x36"
- R6-1 = 36"x12"
- R6-4 = 30"x24"
- R6-5P = 30"x30"
- R30B(CA) = 12" X 18"
- R32(CA) = 12" X 18"
- R8I(CA) = 12"x8"
- R8I(MOD) = 24"x30"
- R8IA(CA) = 12"x5"
- R8IB(CA) = 12"x5"
- R99C(CA) = 12"x24"
- W2-6 = 30"x30"
- W4-2 = 36"x36"
- W11-2 = 30"x30"
- W16-7P = 24"x12"
- W16-9P = 24"x12"
- OMI-3 = 16"x16"

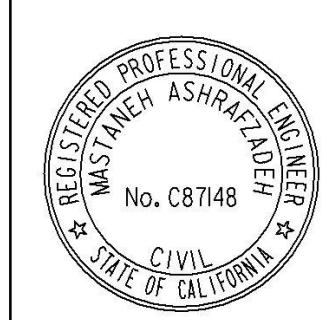


C-34

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1 SIGNING PLANS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 43 OF 73 SHEETS

APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT DCE NAME	DATE 12/09/2021 87148 RCE#	SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER	WBS S-18001		
DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
ORIGINAL	AC	<i>Mastaneh Ashrafzadeh</i>	12/09/2021		210-1737
ADDENDUM A	AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022		CCS27 COORDINATE
					1850-6298
					CCS83 COORDINATE
CONTRACTOR	INSPECTOR	DATE STARTED	DATE COMPLETED	41274-43-D	



SIGNING

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for North (10) Menlo to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for North (12) Euclid to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (2) Fairmount to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (6) Alley to Chamoune.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (7) Chamoune to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (8) Alley to 46th.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (9) 46th to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for North (11) Alley to Euclid.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (1) Alley to Fairmount.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (3) Highland to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (4) Alley to 45th.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (5) 45th to Alley.

Table with columns: Project Name, Description, Horizontal Alignment Name, Style, STATION, NORTHING, EASTING. Includes data for proposed top of curb profiles for South (10) Alley to Menlo.

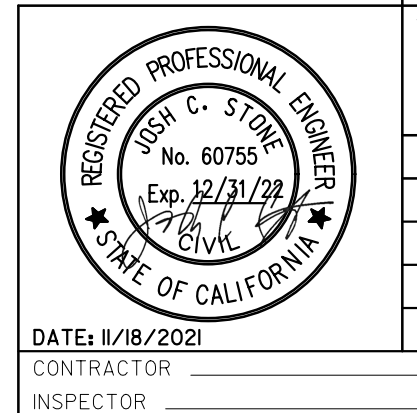
C-36

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1

HORIZONTAL ALIGNMENT REPORT

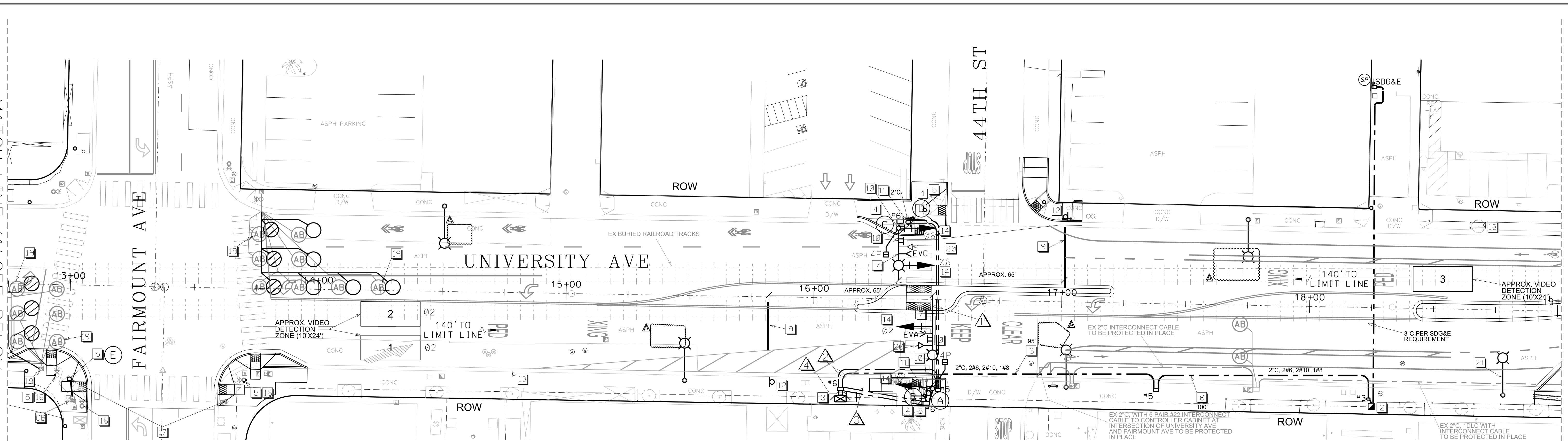
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 45 OF 74 SHEETS

Table with columns: DESCRIPTION, BY, APPROVED, DATE, FILMED. Includes project details and approval information.



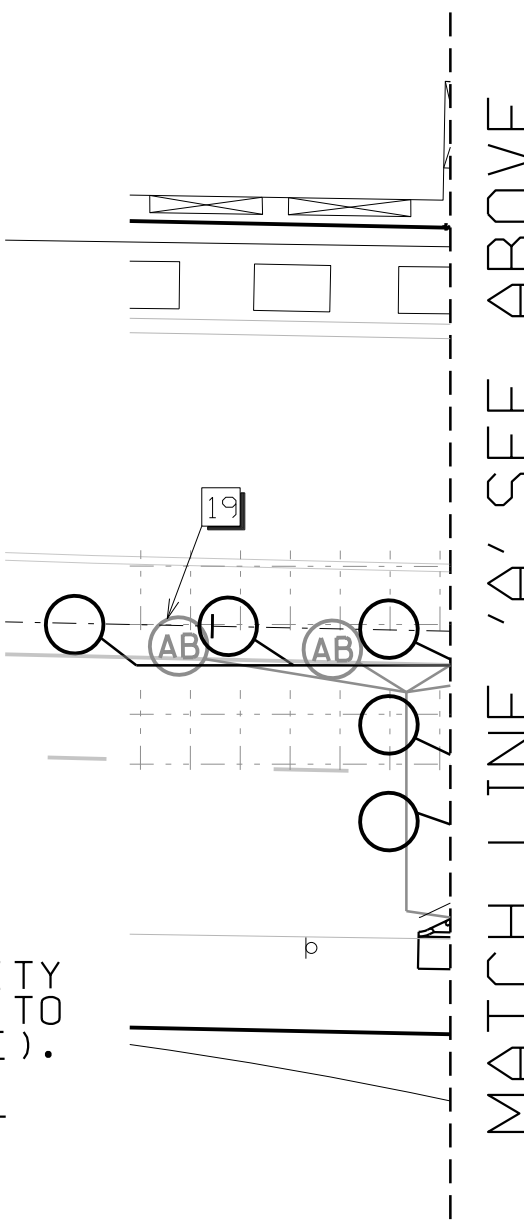
MATCH LINE 'A' SEE BELOW

MATCH LINE 'B' ON SHEET E-2



CONSTRUCTION NOTES:

- 2 FURNISH AND INSTALL TYPE III SIGNAL AND LIGHTING SERVICE. PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL & 30A-1P CIRCUIT BREAKER FOR LIGHTING.
- 3 CONSTRUCT CONTROLLER CABINET FOUNDATION PER CALTRANS STANDARD PLANS ES-3C. FURNISH AND INSTALL FULLY LOADED MODEL 332L CABINET WITH 170E CONTROLLER.
- 4 FURNISH AND INSTALL NEW POLES, MAST ARMS, SIGNAL HEAD, SIDE-BY-SIDE COUNTDOWN TYPE PEDESTRIAN HEAD. PROVIDE NEW MOUNTING HARDWARE. (SEE POLE AND CONDUCTOR SCHEDULES)
- 5 FURNISH AND INSTALL NEW 2-WIRE ACCESSIBLE PEDESTRIAN PUSH BUTTON STATION(S) (POLARA NAVIGATOR OR APPROVED EQUAL) AS SHOWN ON PLANS. CONTRACTOR SHALL INSTALL COMPLETE ASSEMBLY INCLUDING THE CENTRAL CONTROL UNIT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROGRAMMING OF THE APS SYSTEM.
- 6 TRENCH AND INSTALL CONDUIT WITH CONDUCTORS/CABLE AS NOTED, PER CITY OF SAN DIEGO STANDARD SPECIFICATION SECTION 700. PULL CONDUCTORS TO CONTROLLER AND LAND TO ASSIGNED TERMINALS (SEE CONDUCTOR SCHEDULE).
- 7 FURNISH AND INSTALL BI-DIRECTIONAL VEHICLE PRE-EMPTION EQUIPMENT PER CITY OF SAN DIEGO STANDARD SPECIFICATION SECTION 700-8.1.
- 9 INSTALL LIMIT LINE, SEE SIGNING AND STRIPING PLANS
- 10 FURNISH AND INSTALL HAWK R10-23 SIGN AS NOTED ON PLANS.
- 11 FURNISH AND INSTALL W11-2+W16-7P SIGN AS NOTED ON PLANS.
- 12 FURNISH AND INSTALL R10-6 SIGN AS NOTED ON PLANS.
- 13 FURNISH AND INSTALL W16-9P SIGN ON EXISTING POLE UNDER EXISTING W11-2 SIGN AS NOTED ON PLANS.
- 14 FURNISH AND INSTALL SIGNAL HEAD PER DETAIL "A" AS NOTED ON PLANS.
- 16 REMOVE AND SALVAGE EXISTING PUSHBUTTON(S) ON EXISTING POLES. EXISTING POLES TO BE PROTECTED IN PLACE
- 17 REMOVE/RELOCATE EXISTING POLES (SEE POLE SCHEDULE).

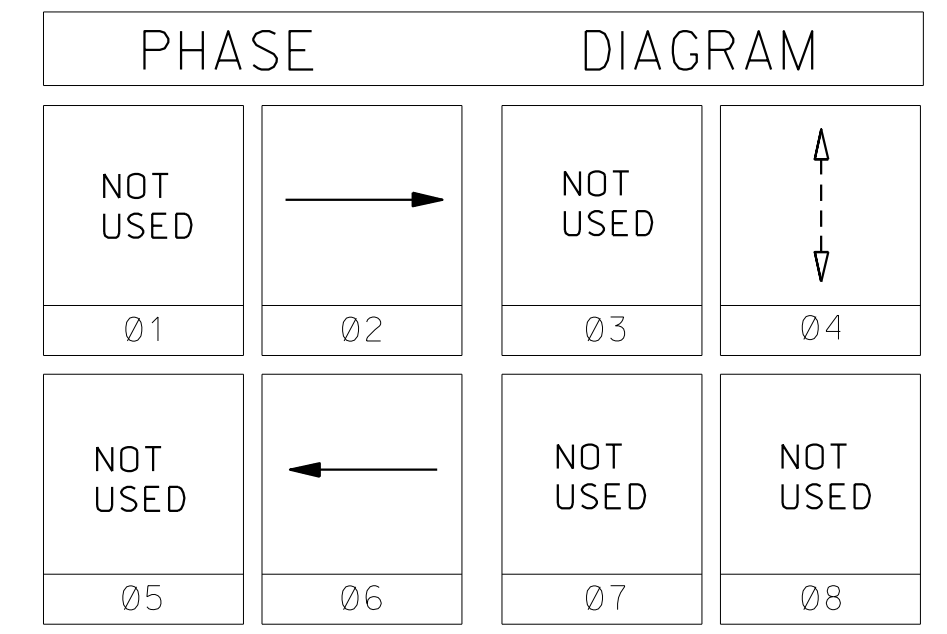
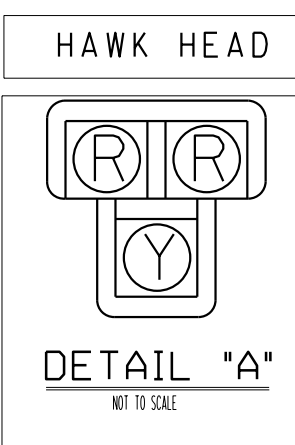


MATCH LINE 'A' SEE ABOVE

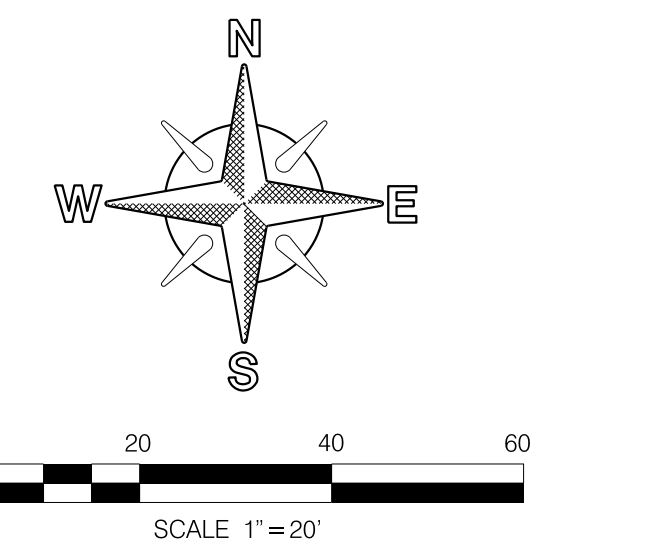
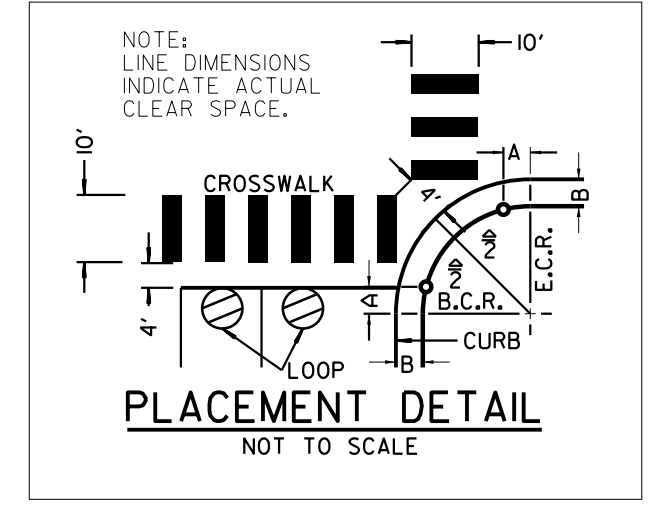
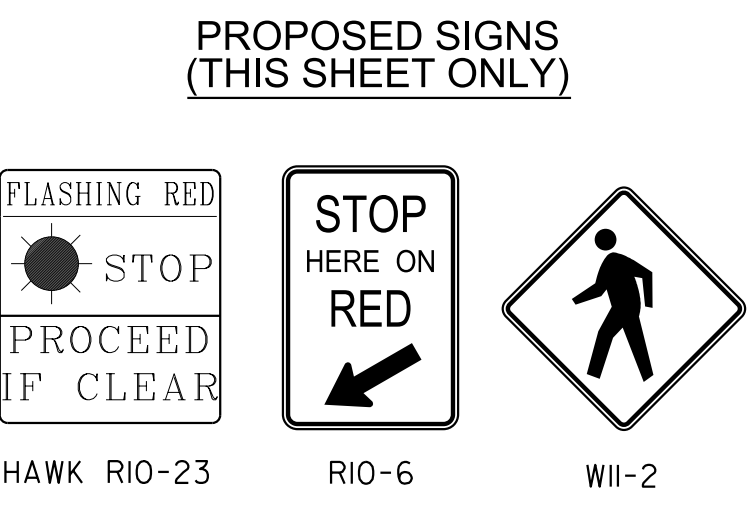
POLE SCHEDULE											
No.	STANDARD TYPE	HGT.	SIG.	M.A.	LUM. M.A.	LUMINAIRE LED		PLACEMENT		REMARKS	
						STA	OFF	SIGNAL MOUNTING VEHICLE	PEDESTRIAN SIGNAL		
A	17-3-100	30'	25'	15'	TYPE Z1-4	16+48.5	36.0'R	MAS-3A	SV-I-T	SP-I-T 4P	4 5
B	PPB	4'	-	-	-	16+45.1	38.8'R	-	-	-	4 5
C	17-3-100	30'	15'	12'	TYPE Z1-4	16+33.7	28.6'L	MAS-3A	SV-I-T	SP-I-T	4
D	PPB	4'	-	-	-	16+39.4	32.6'L	-	-	-	4 5
E	PPB	4'	-	-	-	13+00.3	38.0'R	-	-	-	5 1

CONDUCTOR TABLE						
AWG SIZE OR CABLE TYPE	PHASE	POLE OR CIRCUIT	CONDUIT SIZE & RUN			
			1-2"	1-3"	1-2"	2-3"
CONDUCTORS	12	POLE - A	-	-	1	1
		POLE - B	-	-	1	1
		POLE - C	1	1	-	-
		POLE - D	1	1	-	-
TOTAL 3 AND 12 CONDUCTOR CABLES			1	1	1	2
NO. 6	SIGNAL SERVICE		-	2	-	2
NO. 8	COMMON GROUND		1	1	1	1
NO. 10	LIGHTING		2	2	2	2
6 PAIR NO.22 (SIC)	INTERCONNECT CABLE		-	-	-	-
2	VIDEO DETECTOR		-	-	1	1
6	"		1	1	-	1
TYPE "B"	"		-	-	-	-
DLC	"		-	-	-	-
EMERGENCY VEHICLE DETECTOR (EV-DLC)			1	1	1	2
TOTAL CABLES AND CONDUCTORS			7	9	7	13

DETECTOR ASSIGNMENT			
DET.	PHASE	SLOT	FIELD TERMINAL
1	2	I2U	VIDEO DETECTION
2	2	I2L	VIDEO DETECTION
3	6	J2U	VIDEO DETECTION
PPB	4	I12L	T8-5 & COM 6
EVA	2	J12U	T9-4 & COM 6
EVC	6	J12L	T9-5 & COM 6

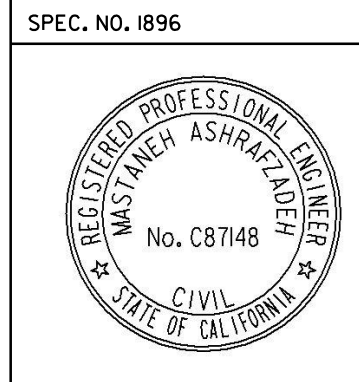


FLASHING OPERATION SHALL BE ALL RED.



- 19 ABANDON EXISTING LOOPS AND INSTALL NEW AS SHOWN ON PLANS. PULL NEW DLC FROM CONTROLLER CABINET.
- 20 FURNISH AND INSTALL NEW VIDEO DETECTOR EQUIPMENT ON LUMINAIRE MAST ARM, PER SPECIAL PROVISIONS. FURNISH/FABRICATE NEW MOUNTING HARDWARE. INSTALL NEW CABLE/CONDUCTORS. PULL TO CONTROLLER, AND LAND TO ASSIGNED TERMINALS.
- 21 REMOVE AND DISPOSE EXISTING STREET LIGHT WITH LEAD PAINT. CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF MATERIALS AT LEGAL DUMPSITES, AND LEAD ABATEMENT. CUT FOUNDATION 18" BELOW AND REPAIR SURFACE TO MATCH EXISTING.

NOTE: PAINT COLOR ALL TRAFFIC SIGNAL AND STREET LIGHT POLES SHALL BE PAINTED "BEHR ALKYD ENAMEL/SEMI GLOSS, DEEP BASE 3930, CHARD COLOR" OR EQUAL.

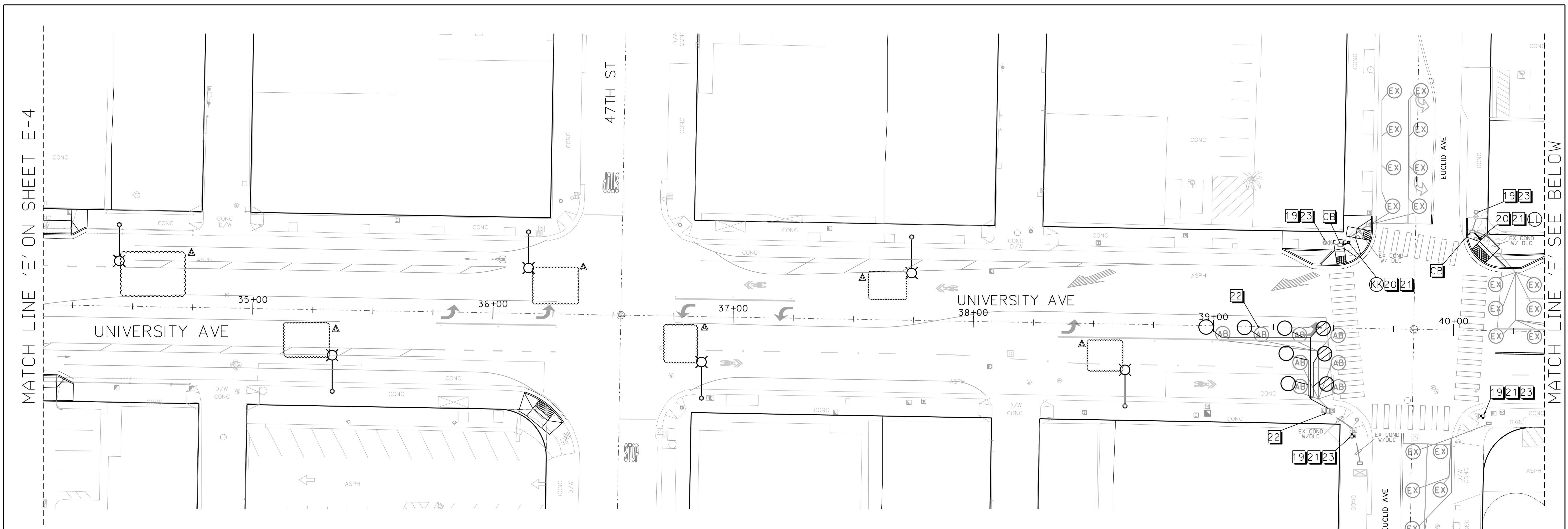


E-1

PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1

HAWK TRAFFIC SIGNAL AND SIGNAL MODIFICATION

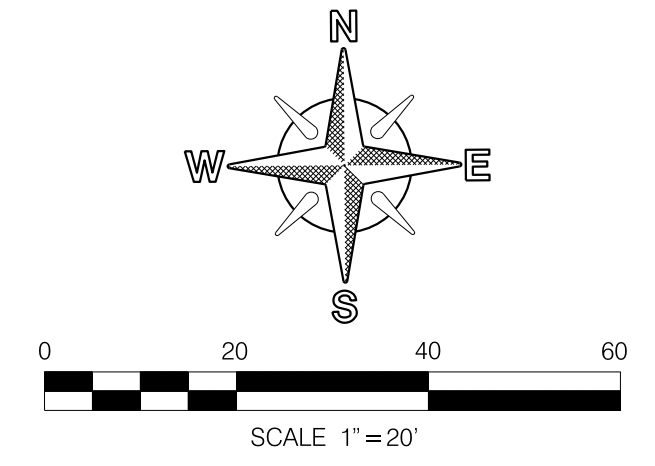
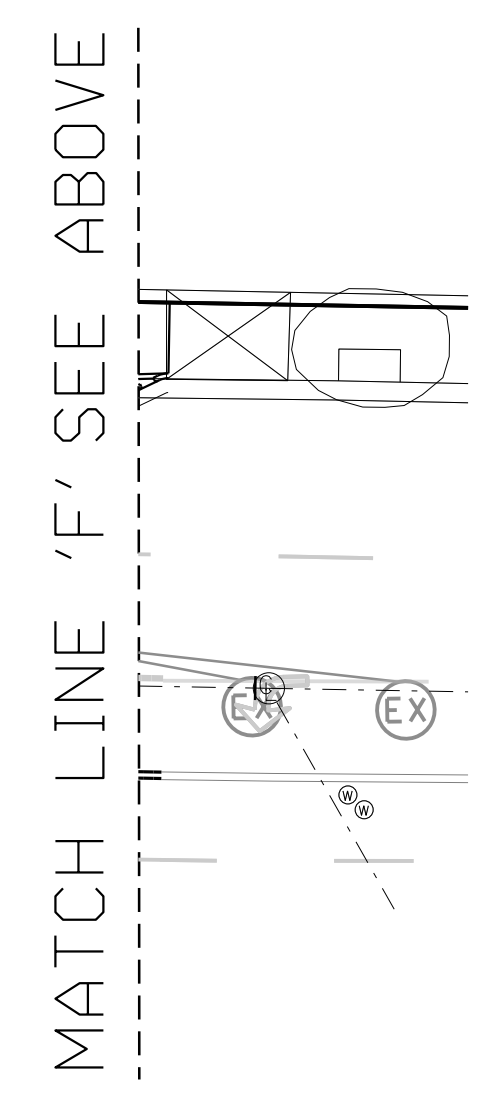
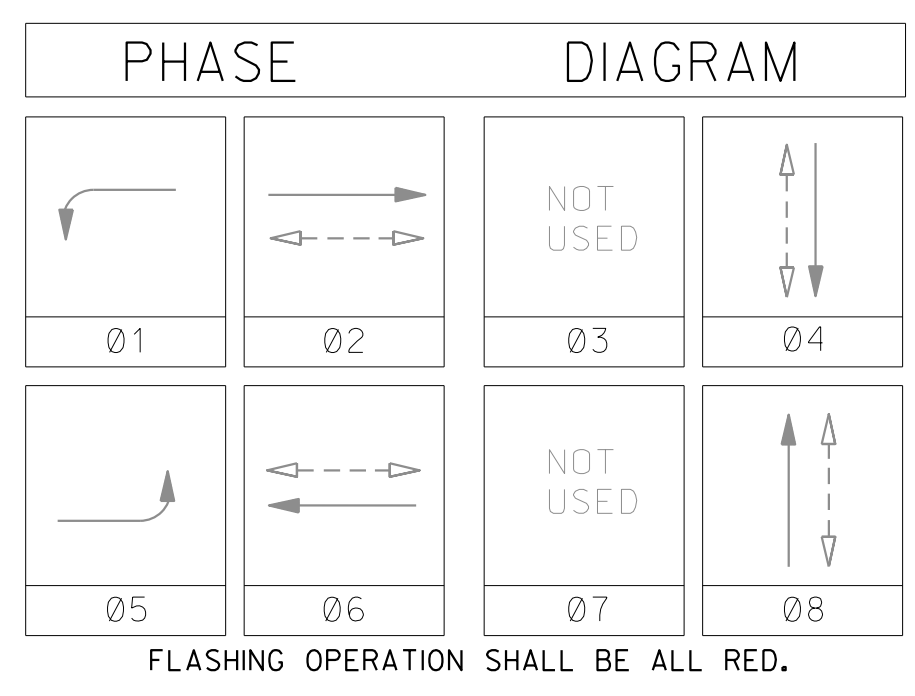
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL WORKS DEPARTMENT SHEET 69 OF 73 SHEETS		WBS S-18001
APPROVED: Mastaneh Ashrafzadeh FOR CITY ENGINEER MASTANEH ASHRAFZADEH PRINT NAME: _____ DATE: 12/09/2021 DATE: 07/14/2021	DATE: 12/09/2021 DATE: 07/14/2021	SUBMITTED BY: FERNANDO LASAGA PROJECT MANAGER EPHRIAM BEKELE PROJECT ENGINEER
DESCRIPTION: ORIGINAL	BY: FL/EB	DATE: 12/09/2021
DESCRIPTION: ADDENDUM A	BY: AC	DATE: 05/12/2022
CONTRACTOR: _____	DATE STARTED: _____	210-1737
INSPECTOR: _____	DATE COMPLETED: _____	CCS27 COORDINATE
		1850-6298
		CCS83 COORDINATE
		41274-69-D



- CONSTRUCTION NOTES:**
- 19 REMOVE AND SALVAGE EXISTING PUSHBUTTON ON EXISTING POLES. EXISTING POLES TO BE PROTECTED IN PLACE.
 - 20 FURNISH AND INSTALL NEW PEDESTRIAN PUSHBUTTON POST AND FOUNDATION (SEE POLE SCHEDULE).
 - 21 FURNISH AND INSTALL NEW 2-WIRE ACCESSIBLE PEDESTRIAN PUSH BUTTON STATION(S) (POLARA NAVIGATOR OR APPROVED EQUAL) AS SHOWN ON PLANS. CONTRACTOR SHALL INSTALL COMPLETE ASSEMBLY INCLUDING THE CENTRAL CONTROL UNIT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROGRAMMING OF THE APS SYSTEM.
 - 22 ABANDON EXISTING LOOPS AND INSTALL NEW AS SHOWN ON PLANS. PULL NEW DLC BACK TO CONTROLLER CABINET.

NOTE: PAINT COLOR
ALL TRAFFIC SIGNAL AND STREET LIGHT POLES SHALL BE PAINTED "BEHR ALKYD ENAMEL/SEMI GLOSS, DEEP BASE 3930, CHARD COLOR" OR EQUAL.

POLE SCHEDULE											
No.	TYPE	STANDARD		LUMINAIRE LED	PLACEMENT		SIGNAL MOUNTING		PEDESTRIAN		REMARKS
		HGT.	SIG. M.A.		LUM. M.A.	STATION	OFFSET	VEHICLE	SIGNAL	PPB	
19	PPB	4'	-	-	39+55.6	35.7'L	-	-	-	4P,6P	20,21
20	PPB	4'	-	-	40+10.3	38.4'L	-	-	-	8P,6P	20,21



E-5

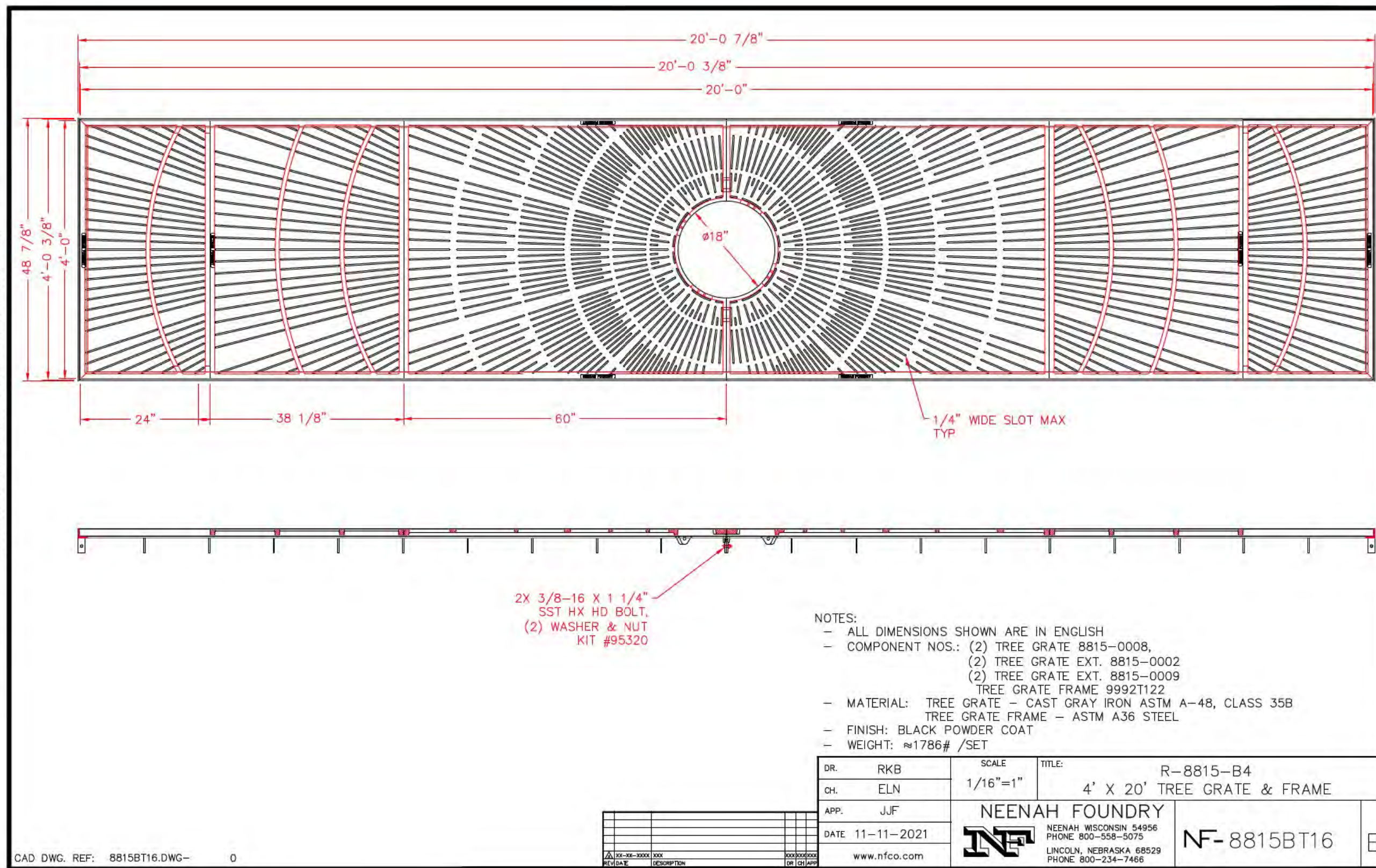
**PLANS FOR THE CONSTRUCTION OF
UNIVERSITY AVENUE COMPLETE STREET
PHASE 1**

ELECTRICAL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 73 OF 73 SHEETS			WBS S-18001
APPROVED: <i>Mastaneh Ashrafzadeh</i> FOR CITY ENGINEER PRINT NAME: MASTANEH ASHRAFZADEH No. C87148	DATE: 12/09/2021 DATE: 07/14/20 DATE: 05/12/2022	SUBMITTED BY: JIE XIAO FERNANDO LASAGA PROJECT MANAGER JINSIL KIM EPHRIAM BEKELE PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JK, EB	<i>Mastaneh Ashrafzadeh</i>	12/09/2021
ADDENDUM A	AC	<i>Mastaneh Ashrafzadeh</i>	05/12/2022
CONTRACTOR		DATE STARTED	210-1737
INSPECTOR		DATE COMPLETED	1850-6298
			CCS27 COORDINATE
			1850-6298
			CCS83 COORDINATE
			41274-73-D

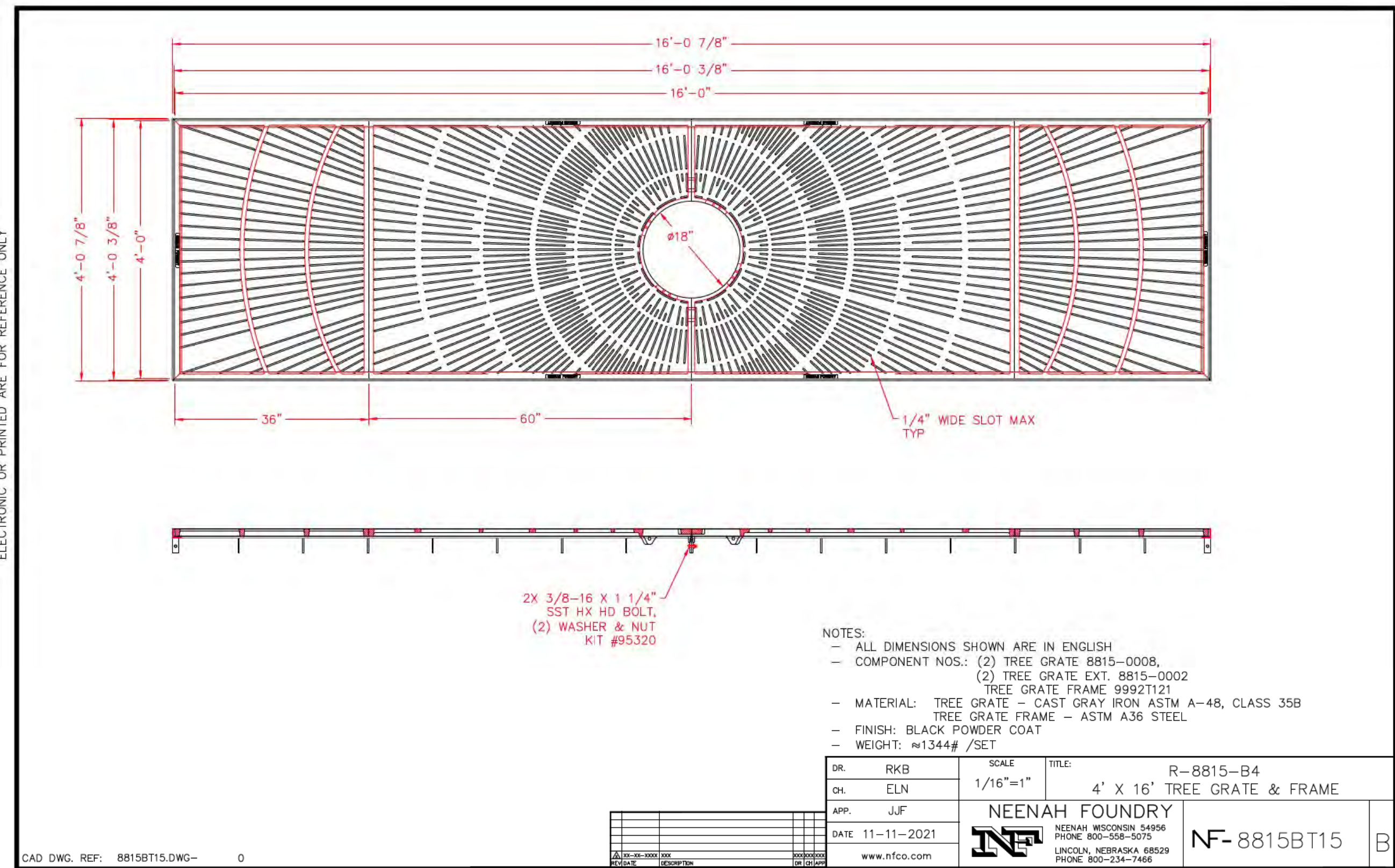


DRAWING CONTROL: CONTROLLED DRAWINGS ON NFCO SERVER. ALL OTHER COPIES, ELECTRONIC OR PRINTED ARE FOR REFERENCE ONLY

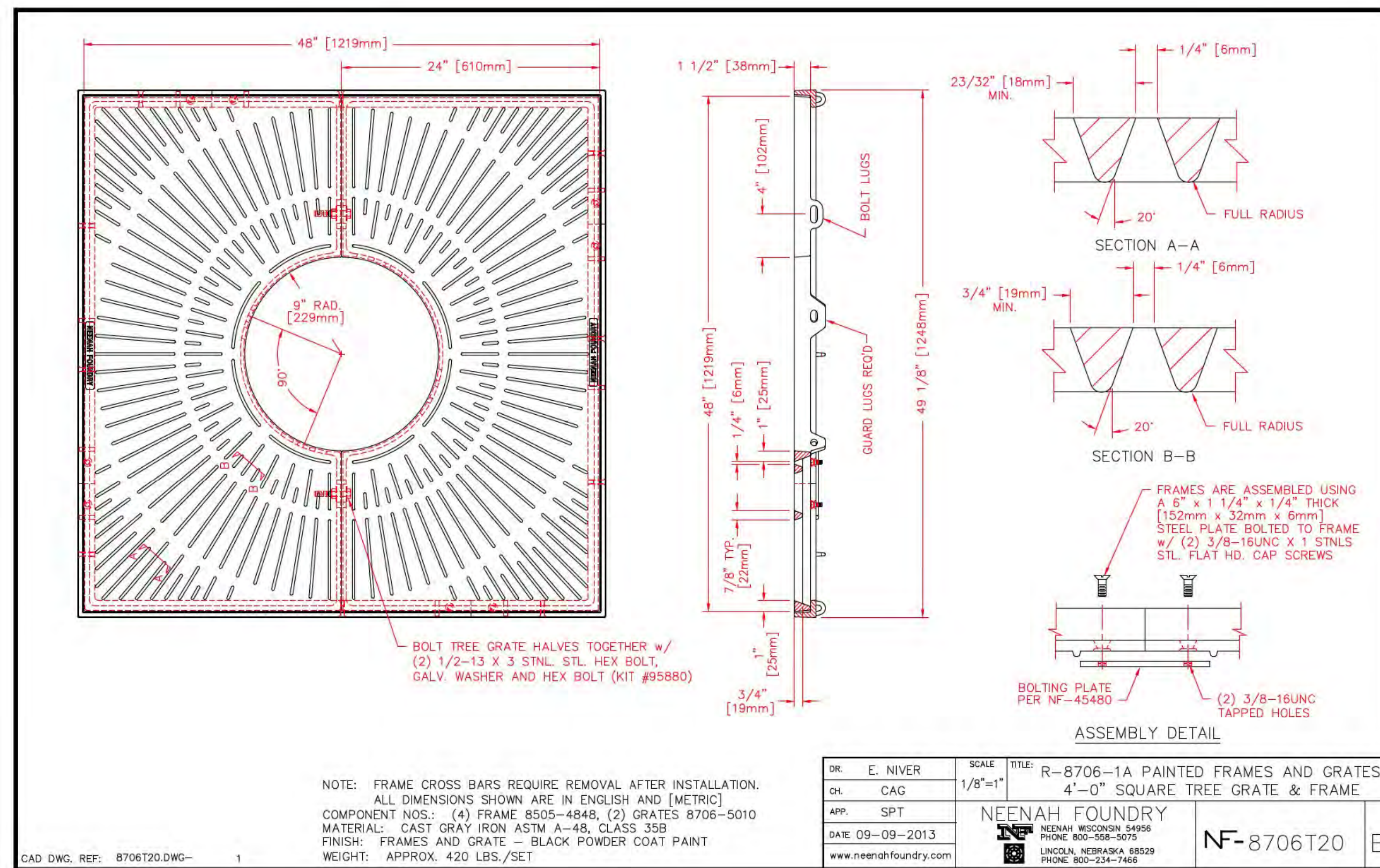


NEENAH FOUNDRY (OR APPROVED EQUAL) 4'X20' TREE GRATE

DRAWING CONTROL: CONTROLLED DRAWINGS ON NFCO SERVER. ALL OTHER COPIES, ELECTRONIC OR PRINTED ARE FOR REFERENCE ONLY



NEENAH FOUNDRY (OR APPROVED EQUAL) 4'X16' TREE GRATE

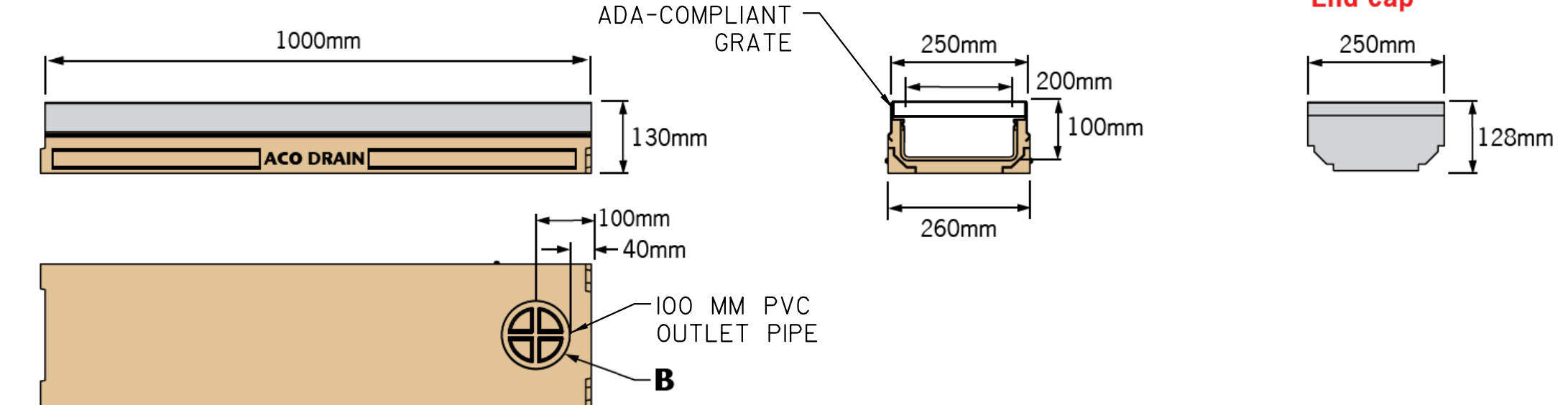


NEENAH FOUNDRY (OR APPROVED EQUAL) 4'X4' TREE GRATE

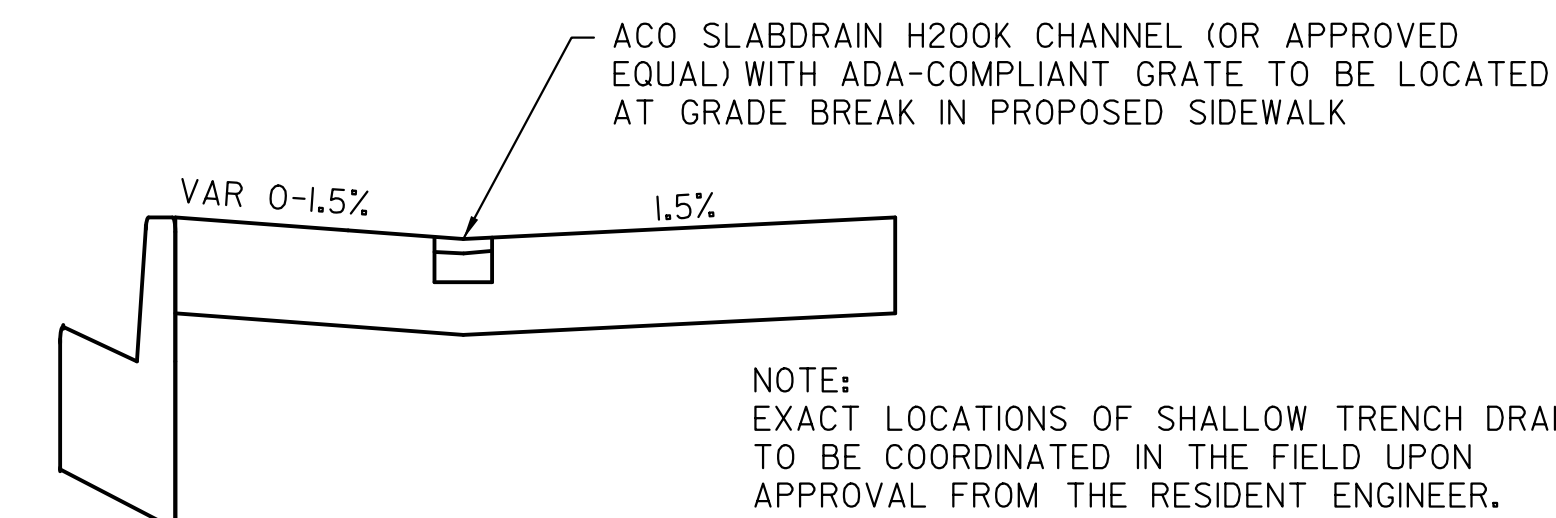
DETAIL H
GRATE DETAILS FOR BMP AREAS
NOT TO SCALE

NOTE: TREE GRATES SHALL ADHERE TO CITY OF SAN DIEGO STD DRAWING SDL-104

H200K / H200KS Channel

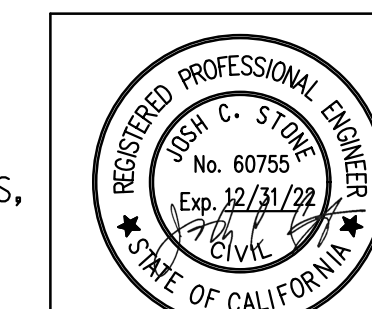


ACO SLABDRAIN H200K CHANNEL (OR APPROVED EQUAL)



DETAIL G
TRENCH DRAIN DETAIL
NOT TO SCALE

Michael Baker INTERNATIONAL
5050 AVENIDA ENCINAS, SUITE 260
CARLSBAD, CA 92008
PHONE: (760)476-9193
LMBAKERINTL.COM



DATE: 05/12/2022
CONTRACTOR: _____
INSPECTOR: _____

C-50		PLANS FOR THE CONSTRUCTION OF UNIVERSITY AVENUE COMPLETE STREET PHASE 1	
CONSTRUCTION DETAILS		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 74 OF 74 SHEETS	
WBS S-18001		APPROVED: <i>Mastaneh Ashrafzadeh</i> 05/12/2022 FOR CITY ENGINEER DATE MASTANEH ASHRAFZADEH 87148 PRINT DCE NAME RCE#	
SUBMITTED BY: NAZIE MANSURY PROJECT MANAGER		CHECKED BY: ALBERT CHAO PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GR/CO	<i>Mastaneh Ashrafzadeh</i>	12/09/2021
ADDENDUM A	GR	<i>Mastaneh Ashrafzadeh</i>	05/12/2022
SEE EACH SHEET CCS27 COORDINATE		SEE EACH SHEET CCS83 COORDINATE	
41274-74-D		DATE STARTED _____ DATE COMPLETED _____	

Bid Results

Bidder Details

Vendor Name West Coast General Group, a Joint Venture
Address 13700 Stowe Dr., #100
Poway, California 92064
United States
Respondee Nicholas Walters
Respondee Title Managing Partner
Phone 619-561-4200
Email nwalters@wcggroup.com
Vendor Type CADIR
License # 1055727
CADIR PW-LR-1000413930

Bid Detail

Bid Format Electronic
Submitted 05/26/2022 1:48 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 293016

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
WCG CERT PENDING ACTION.pdf	WCG CERT PENDING ACTION.pdf	Contractor's Certification of Pending Actions
WCG EXHIBIT 15-G.pdf	WCG EXHIBIT 15-G.pdf	Exhibit 15-G Construction Contract DBE Commitment
WCG EXHIBIT 12-B BIDDERS LIST.pdf	WCG EXHIBIT 12-B BIDDERS LIST.pdf	Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)
WCG DISCLOSURE OF LOBBY.pdf	WCG DISCLOSURE OF LOBBY.pdf	Disclosure of Lobbying Activities
WCG NON-LOBBY.pdf	WCG NON-LOBBY.pdf	Non-Lobbying Certification
WCG PCC 10162.pdf	WCG PCC 10162.pdf	Public Contract Code Section 10162 Questionnaire
WCG CERT WITH REGARD.pdf	WCG CERT WITH REGARD.pdf	Certification w/Regard to the Performance of Previous Contracts
WCG DEBAR TITLE 49.pdf	WCG DEBAR TITLE 49.pdf	Debarment and Suspension Certification Title 49, Code of Federal Regulations
WCG SUBCONTRACTOR DEBAR.pdf	WCG SUBCONTRACTOR DEBAR.pdf	Subcontractor - Debarment and Suspension
WCG PRIME DEBAR.pdf	WCG PRIME DEBAR.pdf	Prime - Debarment and Suspension
WCG MANDATORY DISCLOSURE BUS.pdf	WCG MANDATORY DISCLOSURE BUS.pdf	Mandatory Disclosure of Business Interest Form
WCG BID BOND.pdf	WCG BID BOND.pdf	Bid Bond

Subcontractors

Showing 8 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Cecilia's Safety Service, Inc. 1211 Distribution Way Vista, California 92081	Portion of traffic control services CONSTRUCTOR DBE	787634	1000012757	\$14,921.60	CADIR, SDB, WBE, DBE, SLBE, FEM, CAU, Local
Crest Equipment Inc 161 Scottford Dr El Cajon, California 92021	Portion of Trucking and Hauling Services SUPPLIER / TRUCKING SERVICES DBE	892791	1000005405	\$153,600.00	PQUAL, MBE, CADIR, SDB, WBE, WOSB, DBE, FEM, CAU, Local
HMS Construction 2885 Scott Street Vista, California 92081	portion of electrical and traffic signal CONSTRUCTOR	765590	1000000923	\$1,635,000.00	CAU, MALE, CADIR, PQUAL, Local
Marina Landscape Inc. 1900 South Lewis Street Anaheim, California 92805	portion of irrigation and planting CONSTRUCTOR	492862	1000000079	\$507,000.00	CAU, MALE, CADIR, PQUAL
QSB Construction 350 W 9th Avenue STE 101 Escondido, California 92025	portion of concrete flatwork CONSTRUCTOR	956107	1000004298	\$902,842.00	LAT, FEM, ELBE, PQUAL, MBE, CADIR, WBE, WOSB, Local
RAP Engineering, Inc. 503 E. Mission Road San Marcos, California 92069	Portion of Asphalt Paving, Cold Milling CONSTRUCTOR DBE	880956	1000002968	\$312,250.00	LAT, MALE, DBE, MBE, CADIR, Local
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	Portion of Striping and Signage CONSTRUCTOR DBE	788286	1000001334	\$95,018.00	DBE, Local
Western Gardens Landscaping, Inc. 4616 Pannonia Rd. Carlsbad, California 92008	Item 82 - 32 Months Long Term Maintenance & Monitoring CONSTRUCTOR	662550	1000004289	\$124,000.00	SLBE, CADIR, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$7,881,066.10		
1	237310		Mobilization	LS	1	\$226,004.00	\$226,004.00	Yes	
2	238910		Clearing and Grubbing	LS	1	\$1,015,947.00	\$1,015,947.00	Yes	
3	524126		Bonds (Payment and Performance)	LS	1	\$47,600.00	\$47,600.00	Yes	
4			Field Orders (EOC Type II)	AL	1	\$100,000.00	\$100,000.00	Yes	
5	562910		Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$1,000.00	\$1,000.00	Yes	
6	237310		Traffic Control	LS	1	\$136,960.00	\$136,960.00	Yes	
7	541330		SWPPP Development	LS	1	\$428.00	\$428.00	Yes	
8	237310		SWPPP Implementation	LS	1	\$72,910.00	\$72,910.00	Yes	
9	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$1,000.00	\$1,000.00	Yes	
10	238910		Cement Treated Base	TON	3600	\$62.00	\$223,200.00	Yes	
11	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	64000	\$1.26	\$80,640.00	Yes	
12	237310		Asphalt Concrete	TON	2200	\$150.00	\$330,000.00	Yes	
13	237310		Bus Stop Pad	CY	64	\$626.00	\$40,064.00	Yes	
14	237110		Storm Drain Clean Out (Type A)	EA	8	\$10,657.00	\$85,256.00	Yes	
15	237110		Curb Inlet (Type A)	EA	1	\$12,476.00	\$12,476.00	Yes	
16	237110		Curb Inlet (Type B)	EA	3	\$13,482.00	\$40,446.00	Yes	
17	237110		Catch Basin (Type I) per D-29	EA	1	\$6,595.00	\$6,595.00	Yes	
18	237110		Connect to Existing Cleanout	EA	1	\$1,177.00	\$1,177.00	Yes	
19	237310		Concrete Sidewalk	SF	30900	\$10.00	\$309,000.00	Yes	
20	237310		Curb Ramp (Type A) with Detectable Warning Tiles	EA	22	\$5,218.00	\$114,796.00	Yes	
21	237310		Curb Ramp (Type B) with Detectable Warning Tiles	EA	25	\$5,349.00	\$133,725.00	Yes	
22	237310		Curb Ramp (Type C1) with Detectable Warning Tiles	EA	1	\$6,604.00	\$6,604.00	Yes	
23	237310		Curb Ramp (Type D) with Detectable Warning Tiles	EA	16	\$6,030.00	\$96,480.00	Yes	
24	237310		Bicycle Ramp	EA	8	\$4,173.00	\$33,384.00	Yes	
25	237310		Concrete Median Island Passageway per SDG-139	EA	9	\$5,849.00	\$52,641.00	Yes	
26	237310		Curb and Gutter (4 Inch Curb, Type G)	LF	105	\$54.00	\$5,670.00	Yes	
27	237310		Curb and Gutter (5 Inch Curb, Type G)	LF	35	\$57.00	\$1,995.00	Yes	
28	237310		Curb and Gutter (6 Inch Curb, Type G)	LF	2825	\$53.00	\$149,725.00	Yes	
29	237310		Curb and Gutter (8 Inch Curb, Type G)	LF	87	\$57.00	\$4,959.00	Yes	
30	237310		Curb and Gutter (3 Inch Curb, Separate)	LF	85	\$50.00	\$4,250.00	Yes	
31	237310		Median Curb (3 Inch Curb, Type B-2)	LF	630	\$83.00	\$52,290.00	Yes	
32	237310		Median Curb (6 Inch Curb, Type B-2)	LF	2518	\$52.00	\$130,936.00	Yes	
33	237310		Median Curb (6 Inch Curb, Type B-1)	LF	132	\$39.00	\$5,148.00	Yes	
34	237310		Cross Gutter	SF	2106	\$19.00	\$40,014.00	Yes	
35	237310		Concrete Truck Apron	SF	5400	\$19.00	\$102,600.00	Yes	
36	237310		Concrete Driveway (Contiguous)	SF	2060	\$43.00	\$88,580.00	Yes	
37	237310		Alley Apron	SF	1550	\$43.00	\$66,650.00	Yes	
38	237310		Concrete Cutoff Wall	LF	60	\$168.00	\$10,080.00	Yes	
39	237310		Stamped PCC Raised Center Median	SF	5660	\$37.00	\$209,420.00	Yes	
40	332618		Chain Link Fence per SDM-112 (36 Inch)	LF	370	\$80.00	\$29,600.00	Yes	
41	237110		Install Memorial Plaque (Plaque to be Provided by City)	EA	1	\$214.00	\$214.00	Yes	
42	237110		Remove and Relocate Trash Cans and Bus Shelters	LS	1	\$5,584.00	\$5,584.00	Yes	
43	237110		PVC Utility Sleeve (4 Inch)	LF	660	\$30.00	\$19,800.00	Yes	
44	237110		Storm Drain (18 Inch, RCP)	LF	642	\$135.00	\$86,670.00	Yes	
45	237110		Storm Drain (24 Inch, RCP)	LF	46	\$668.00	\$30,728.00	Yes	
46	237110		18 Inch RCP Storm Drain (2600-D)	LF	451	\$205.00	\$92,455.00	Yes	
47	237110		PVC (8 Inch)	LF	120	\$74.00	\$8,880.00	Yes	
48	237110		Sidewalk Underdrain Pipe	LF	190	\$35.00	\$6,650.00	Yes	
49	237110		Water Main (8 Inch)	LF	50	\$587.00	\$29,350.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237110		Perforated PVC Pipe (Underdrain Pipe) (8 Inch)	LF	70	\$45.00	\$3,150.00	Yes	
51	237110		Underdrain Cleanout	EA	5	\$1,241.00	\$6,205.00	Yes	
52	237310		Paint Striping	LS	1	\$8,387.00	\$8,387.00	Yes	
53	237310		Thermoplastic Traffic Striping	LF	10110	\$3.21	\$32,453.10	Yes	
54	237310		Continental Crosswalks	SF	3700	\$3.75	\$13,875.00	Yes	
55	561730		Biofiltration Basin	SF	340	\$80.00	\$27,200.00	Yes	
56	237110		Adjacent Compact Tree Well	EA	1	\$6,842.00	\$6,842.00	Yes	
57	237310		Adjust Existing Survey Monument to Grade	EA	7	\$433.00	\$3,031.00	Yes	
58	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	49	\$268.00	\$13,132.00	Yes	
59	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	5	\$749.00	\$3,745.00	Yes	
60	237310		Adjust Existing Sewer Cleanout Frame and Cover to Grade	EA	9	\$82.00	\$738.00	Yes	
61	237310		Adjust Existing Water Meter Frame and Cover to Grade	EA	17	\$243.00	\$4,131.00	Yes	
62	237310		Cold Mill AC Pavement (> 3 inch)	SF	35000	\$0.80	\$28,000.00	Yes	
63	237310		Protective Railing at Curb Ramps	EA	3	\$1,680.00	\$5,040.00	Yes	
64	237310		Pedestrian Barricade (Type A)	EA	5	\$856.00	\$4,280.00	Yes	
65	237310		Adjust Existing Pull Box to Grade	EA	65	\$214.00	\$13,910.00	Yes	
66	238210		Install Traffic Sign On Post	EA	114	\$375.00	\$42,750.00	Yes	
67	238210		Traffic Signal Modification - Euclid Avenue	EA	1	\$37,450.00	\$37,450.00	Yes	
68	238210		Traffic Signal Modification - Fairmount Avenue	EA	1	\$42,800.00	\$42,800.00	Yes	
69	238210		Handling and Disposal of Lead Containing Materials	LS	1	\$10,700.00	\$10,700.00	Yes	
70	238210		Street Lighting Electrical System	LS	1	\$770,186.00	\$770,186.00	Yes	
71	238210		Rectangular Rapid Flashing Beacon System	LS	1	\$599,200.00	\$599,200.00	Yes	
72	238210		HAWK Signal System	LS	1	\$294,250.00	\$294,250.00	Yes	
73	541820		Exclusive Community Liaison Services	LS	1	\$26,750.00	\$26,750.00	Yes	
74	237110		Water Service (1 Inch)	EA	1	\$4,708.00	\$4,708.00	Yes	
75	237310		Subgrade Imported Backfill	TON	8800	\$45.00	\$396,000.00	Yes	
76	237310		Class 2 Aggregate Base	TON	2200	\$47.00	\$103,400.00	Yes	
77	561730		Irrigation System	LS	1	\$411,950.00	\$411,950.00	Yes	
78	561730		Planting	LS	1	\$310,642.00	\$310,642.00	Yes	
79	561730		City of SD Water Meter Capacity Fee (3/4" @ 1 EDU) (EOC Type I)	AL	1	\$30,470.00	\$30,470.00	Yes	
80	561730		San Diego County Water Authority Capacity Charge (EOC Type I)	AL	1	\$54,770.00	\$54,770.00	Yes	
81	561730		Wet Tap Fee (Performed by City Forces) (EOC Type I)	AL	1	\$2,540.00	\$2,540.00	Yes	
82	541330		32-Month Long-Term Maintenance and Monitoring Program	LS	1	\$124,000.00	\$124,000.00	Yes	
83	237110		Sidewalk Trench Drain	LF	700	\$134.00	\$93,800.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$7,881,066.10
Grand Total	\$7,881,066.10

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	West Coast General Group, a Joint Venture - Unit Price	West Coast General Group, a Joint Venture - Line Total
1	Main Bid	237310	Mobilization	7-3.4.1	LS	1	\$226,004.00	\$226,004.00
2	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$1,015,947.00	\$1,015,947.00
3	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$47,600.00	\$47,600.00
4	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$100,000.00	\$100,000.00
5	Main Bid	562910	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	5-15.17	AL	1	\$1,000.00	\$1,000.00
6	Main Bid	237310	Traffic Control	601-7	LS	1	\$136,960.00	\$136,960.00
7	Main Bid	541330	SWPPP Development	1001-3.7	LS	1	\$428.00	\$428.00
8	Main Bid	237310	SWPPP Implementation	1001-3.7	LS	1	\$72,910.00	\$72,910.00
9	Main Bid	541330	SWPPP Permit Fee (EOC Type I)	1001-3.7	AL	1	\$1,000.00	\$1,000.00
10	Main Bid	238910	Cement Treated Base	301-3.3.14	TON	3600	\$62.00	\$223,200.00
11	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	64000	\$1.26	\$80,640.00
12	Main Bid	237310	Asphalt Concrete	302-5.9	TON	2200	\$150.00	\$330,000.00
13	Main Bid	237310	Bus Stop Pad	302-6.8	CY	64	\$626.00	\$40,064.00
14	Main Bid	237110	Storm Drain Clean Out (Type A)	303-1.12	EA	8	\$10,657.00	\$85,256.00
15	Main Bid	237110	Curb Inlet (Type A)	303-1.12	EA	1	\$12,476.00	\$12,476.00
16	Main Bid	237110	Curb Inlet (Type B)	303-1.12	EA	3	\$13,482.00	\$40,446.00
17	Main Bid	237110	Catch Basin (Type I) per D-29	303-1.12	EA	1	\$6,595.00	\$6,595.00
18	Main Bid	237110	Connect to Existing Cleanout	303-1.12	EA	1	\$1,177.00	\$1,177.00
19	Main Bid	237310	Concrete Sidewalk	303-5.9	SF	30900	\$10.00	\$309,000.00
20	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	22	\$5,218.00	\$114,796.00
21	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	303-5.10.2	EA	25	\$5,349.00	\$133,725.00

22	Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	303-5.10.2	EA	1	\$6,604.00	\$6,604.00
23	Main Bid	237310	Curb Ramp (Type D) with Detectable Warning Tiles	303-5.10.2	EA	16	\$6,030.00	\$96,480.00
24	Main Bid	237310	Bicycle Ramp	303-5.10.2	EA	8	\$4,173.00	\$33,384.00
25	Main Bid	237310	Concrete Median Island Passageway per SDG-139	303-5.10.2	EA	9	\$5,849.00	\$52,641.00
26	Main Bid	237310	Curb and Gutter (4 Inch Curb, Type G)	303-5.9	LF	105	\$54.00	\$5,670.00
27	Main Bid	237310	Curb and Gutter (5 Inch Curb, Type G)	303-5.9	LF	35	\$57.00	\$1,995.00
28	Main Bid	237310	Curb and Gutter (6 Inch Curb, Type G)	303-5.9	LF	2825	\$53.00	\$149,725.00
29	Main Bid	237310	Curb and Gutter (8 Inch Curb, Type G)	303-5.9	LF	87	\$57.00	\$4,959.00
30	Main Bid	237310	Curb and Gutter (3 Inch Curb, Separate)	303-5.9	LF	85	\$50.00	\$4,250.00
31	Main Bid	237310	Median Curb (3 Inch Curb, Type B-2)	303-5.9	LF	630	\$83.00	\$52,290.00
32	Main Bid	237310	Median Curb (6 Inch Curb, Type B-2)	303-5.9	LF	2518	\$52.00	\$130,936.00
33	Main Bid	237310	Median Curb (6 Inch Curb, Type B-1)	303-5.9	LF	132	\$39.00	\$5,148.00
34	Main Bid	237310	Cross Gutter	303-5.9	SF	2106	\$19.00	\$40,014.00
35	Main Bid	237310	Concrete Truck Apron	303-5.9	SF	5400	\$19.00	\$102,600.00
36	Main Bid	237310	Concrete Driveway (Contiguous)	303-5.9	SF	2060	\$43.00	\$88,580.00
37	Main Bid	237310	Alley Apron	303-5.9	SF	1550	\$43.00	\$66,650.00
38	Main Bid	237310	Concrete Cutoff Wall	303-5.9	LF	60	\$168.00	\$10,080.00
39	Main Bid	237310	Stamped PCC Raised Center Median	303-6.1.2	SF	5660	\$37.00	\$209,420.00
40	Main Bid	332618	Chain Link Fence per SDM-112 (36 Inch)	304-3.4	LF	370	\$80.00	\$29,600.00

41	Main Bid	237110	Install Memorial Plaque (Plaque to be Provided by City)	304-6	EA	1	\$214.00	\$214.00
42	Main Bid	237110	Remove and Relocate Trash Cans and Bus Shelters	304-6	LS	1	\$5,584.00	\$5,584.00
43	Main Bid	237110	PVC Utility Sleeve (4 Inch)	306-15.1	LF	660	\$30.00	\$19,800.00
44	Main Bid	237110	Storm Drain (18 Inch, RCP)	306-15.1	LF	642	\$135.00	\$86,670.00
45	Main Bid	237110	Storm Drain (24 Inch, RCP)	306-15.1	LF	46	\$668.00	\$30,728.00
46	Main Bid	237110	18 Inch RCP Storm Drain (2600-D)	306-15.1	LF	451	\$205.00	\$92,455.00
47	Main Bid	237110	PVC (8 Inch)	306-15.1	LF	120	\$74.00	\$8,880.00
48	Main Bid	237110	Sidewalk Underdrain Pipe	306-15.1	LF	190	\$35.00	\$6,650.00
49	Main Bid	237110	Water Main (8 Inch)	306-15.1	LF	50	\$587.00	\$29,350.00
50	Main Bid	237110	Perforated PVC Pipe (Underdrain Pipe) (8 Inch)	1002-4.4	LF	70	\$45.00	\$3,150.00
51	Main Bid	237110	Underdrain Cleanout	1002-5.4	EA	5	\$1,241.00	\$6,205.00
52	Main Bid	237310	Paint Striping	314-4.3.7	LS	1	\$8,387.00	\$8,387.00
53	Main Bid	237310	Thermoplastic Traffic Striping	314-4.4.6	LF	10110	\$3.21	\$32,453.10
54	Main Bid	237310	Continental Crosswalks	314-4.4.6	SF	3700	\$3.75	\$13,875.00
55	Main Bid	561730	Biofiltration Basin	318-1.2	SF	340	\$80.00	\$27,200.00
56	Main Bid	237110	Adjacent Compact Tree Well	318-2.2	EA	1	\$6,842.00	\$6,842.00
57	Main Bid	237310	Adjust Existing Survey Monument to Grade	403-5	EA	7	\$433.00	\$3,031.00
58	Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	403-5	EA	49	\$268.00	\$13,132.00
59	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade	403-5	EA	5	\$749.00	\$3,745.00
60	Main Bid	237310	Adjust Existing Sewer Cleanout Frame and Cover to Grade	403-5	EA	9	\$82.00	\$738.00
61	Main Bid	237310	Adjust Existing Water Meter Frame and Cover to Grade	403-5	EA	17	\$243.00	\$4,131.00
62	Main Bid	237310	Cold Mill AC Pavement (> 3 inch)	404-12	SF	35000	\$0.80	\$28,000.00
63	Main Bid	237310	Protective Railing at Curb Ramps	701-2	EA	3	\$1,680.00	\$5,040.00

64	Main Bid	237310	Pedestrian Barricade (Type A)	701-2	EA	5	\$856.00	\$4,280.00
65	Main Bid	237310	Adjust Existing Pull Box to Grade	701-2	EA	65	\$214.00	\$13,910.00
66	Main Bid	238210	Install Traffic Sign On Post	701-2	EA	114	\$375.00	\$42,750.00
67	Main Bid	238210	Traffic Signal Modification - Euclid Avenue	701-2	EA	1	\$37,450.00	\$37,450.00
68	Main Bid	238210	Traffic Signal Modification - Fairmount Avenue	701-2	EA	1	\$42,800.00	\$42,800.00
69	Main Bid	238210	Handling and Disposal of Lead Containing Materials	701-2	LS	1	\$10,700.00	\$10,700.00
70	Main Bid	238210	Street Lighting Electrical System	701-2	LS	1	\$770,186.00	\$770,186.00
71	Main Bid	238210	Rectangular Rapid Flashing Beacon System	701-2	LS	1	\$599,200.00	\$599,200.00
72	Main Bid	238210	HAWK Signal System	701-2	LS	1	\$294,250.00	\$294,250.00
73	Main Bid	541820	Exclusive Community Liaison Services	5-10.4	LS	1	\$26,750.00	\$26,750.00
74	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	1	\$4,708.00	\$4,708.00
75	Main Bid	237310	Subgrade Imported Backfill	301-1.7	TON	8800	\$45.00	\$396,000.00
76	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TON	2200	\$47.00	\$103,400.00
77	Main Bid	561730	Irrigation System	801-9	LS	1	\$411,950.00	\$411,950.00
78	Main Bid	561730	Planting	801-9	LS	1	\$310,642.00	\$310,642.00
79	Main Bid	561730	City of SD Water Meter Capacity Fee (3/4" @ 1 EDU) (EOC Type I)	801-9	AL	1	\$30,470.00	\$30,470.00
80	Main Bid	561730	San Diego County Water Authority Capacity Charge (EOC Type I)	801-9	AL	1	\$54,770.00	\$54,770.00
81	Main Bid	561730	Wet Tap Fee (Performed by City Forces) (EOC Type I)	900-2.3	AL	1	\$2,540.00	\$2,540.00
82	Main Bid	541330	32-Month Long-Term Maintenance and Monitoring Program	802-4	LS	1	\$124,000.00	\$124,000.00
83	Main Bid	237110	Sidewalk Trench Drain	7-3.1	LF	700	\$134.00	\$93,800.00
							Subtotal	\$7,881,066.10
							Total	\$7,881,066.10

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: West Coast General Group, A Joint Venture

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	non-applicable			
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 **



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **1055727**

Entity **JV**

Business Name **WEST COAST GENERAL GROUP A
JOINT VENTURE**

Classification(s) **A B**

Expiration Date **07/31/2023**

www.cslb.ca.gov





Contractor's License Detail for License # 1055727

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/14/2022 7:12:52 PM

Business Information

WEST COAST GENERAL GROUP A JOINT VENTURE
13700 STOWE DRIVE SUITE 100
POWAY, CA 92064
Business Phone Number:(619) 561-4200

Entity Joint Venture
Issue Date 07/10/2019
Expire Date **07/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [FIDELITY AND DEPOSIT COMPANY OF MARYLAND](#).

Bond Number: 7661007

Bond Amount: \$15,000

Effective Date: 07/08/2019

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 06/11/2021

Expire Date: None

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Each representative may delegate their powers as they deem necessary or convenient in the best interest of the Joint Venture. If necessary or desirable, each Joint Venturer will execute and deliver to its respective representative such powers of attorney as may be required to enable the representative to properly perform the duties entrusted to them. In the event that either representative dies or becomes permanently incapacitated or unavailable to act, then a successor shall be named by the Joint Venturer who appointed such representative. Any successor will have every power to act that was possessed by his or her predecessor under this Agreement. Either Joint Venturer at any time may change its representative by advising the other in writing of such appointment, but each Joint Venturer will be bound by the acts and decisions of its representative until the appointment of a successor and notification thereof to the other Joint Venturer. Meetings of the representatives for the transaction of the business of the Joint Venture may be called by either Joint Venturer subject to reasonable notice.

4. Administration and Management.

4.1. Unless otherwise agreed by the Joint Venturers, the Joint Venture will have no employees and each Joint Venturer will use its own employees to perform its obligations under this Agreement. GROUP will be the administrative manager for the Joint Venture and will process the bid, the Contract, and other documentation required to be submitted to Owner. GROUP will serve in this capacity without cost to the Joint Venture and without cost to CORP.

4.2. GROUP will make no agreements or commitments or sign orders for change orders or daily work reports affecting the Work of CORP without CORP's agreement.

5. Preparation of Bid. The Joint Venture bid shall be submitted in the name of "West Coast General Group, a Joint Venture." The Joint Venture bid will not be submitted unless the Joint Venturers agree to the amount and all terms and provisions of the bid concerning their respective portions of the Work. Prior to submittal of the bid, either Joint Venturer may withdraw from this Joint Venture at any time by notifying the other Joint Venturer in writing. The pre-bid withdrawal from this Joint Venture will terminate each Joint Venturer's future obligations under this Agreement; provided, however, the withdrawing Joint Venturer will be precluded from bidding on the Contract, whether individually or as a joint venturer. After the bid has been submitted, no withdrawal or modification will be made or permitted unless consented to in writing by both Joint Venturers. Each Joint Venturer will bear its own estimating and bidding expenses.

6. Subcontractors. Each Joint Venturer may separately contract with subcontractors and suppliers and shall administer any subcontracts and/or purchase orders for its portion of the Work. However, each Joint Venturer will provide the names of all subcontractors and all other information required by Public Contract Code section 4100, *et. seq.*, or the Owner, to the other Joint Venturer for inclusion in the bid. If any subcontractor or supplier is used by a Joint Venturer, that Joint Venturer will pay such subcontractor's or supplier's invoices from funds received for such Joint Venturer's scope of the Work. Each Joint Venturer will copy and forward all subcontractor and supplier lien releases to the other Joint Venturer to allow each Joint Venturer to maintain complete job payment records.

Each Joint Venturer agrees to include form FHWA 1273 Certification into all subcontract and subsequent lower-tier subcontracts.

7. **Project Manager.** Each Joint Venturer will appoint and pay for its own project manager who will, under the direction, control, and authority of such Joint Venturer, be responsible for (a) directing and managing such Joint Venturer's portion of the Work (in accordance with policies and procedures established by the Joint Venturers), (b) coordinating the work on the Project, and (c) administering any contracts for such Joint Venturer's portion of the Work.

8. **Schedule.** GROUP, with input from CORP, will create a mutually agreeable construction schedule for the Project.

9. **Recordkeeping.** Each Joint Venturer will separately maintain books of account with respect to its performance of the Work allocated to it under this Agreement, and will assume, among other things, the payment of all payroll taxes, payroll insurance premiums, property taxes, sales-use taxes, state and federal income taxes, license fees, permits, and other costs that pertain to and arise out of its performance of the portion of the Work allocated to it. Each Joint Venturer will be responsible for and file the appropriate reports or returns concerning the performance of its portion of the Work, and will report all payments, income, costs, and expenses attributable to such Joint Venturer's performance of the Work on its own federal and state income tax returns. Except as otherwise required by applicable law, the Joint Venture will not file federal, state, or other tax returns.

10. **Bank Account and Payments.** A bank account for the Joint Venture will be opened in a bank selected by the Joint Venturers and all funds received from the Owner or any other party with respect to the Project shall be endorsed by both Joint Venturers and deposited into said account. Payments to the Joint Venturers from the Joint Venture will be made within two (2) days of receipt of payment from the Owner, and any pay estimate on which payment is made will be the basis for payment to the Joint Venturers in respect of their performance of their respective portions of the Work. Both Joint Venturers will receive copies of the monthly bank statements for both the Joint Venture's account and the retention account.

11. **Accounting.** A separate ledger for the Joint Venture will be kept and maintained by GROUP for the entry of all accounts in connection with the Contract. All books of account, records, vouchers, contracts, and data of any character relating to the performance of the Contract will be open to examination and copying by either Joint Venturer.

12. **Property.** Property obtained with funds of the Joint Venture shall be designated as Joint Venture property. Joint Venture property shall be so recorded in the Joint Venture's books. Upon termination of the Agreement, any Joint Venture property shall be disposed of as determined by the Joint Venturers. Any plant and equipment owned by one of the Joint Venturers and loaned to the Joint Venture for the Work will remain the property of the contributing Joint Venturer.

13. **Punchlist Items.** Each Joint Venturer agrees to provide, at its own expense, all requirements of the Owner applicable to its portion of the Work in the performance of the Contract, including, but not limited to, repair or replacement of existing facilities, cleanup, and punchlist items.

14. **Bonds.**

14.1. GROUP shall furnish any bid bond required in connection with the Joint Venture's bid for the Project. GROUP shall pay for the premiums necessary to obtain and maintain the bid bond.

14.2. GROUP shall furnish any payment and performance bonds that may be required of the Joint Venture with respect to the Project or the Contract. GROUP shall pay for the premiums necessary to obtain and maintain the payment and performance bonds.

15. **Labor Activity.** If either Joint Venturer is the target of picketing or handbilling activities by or on behalf of a labor organization, that Joint Venturer will take all reasonable steps, at its own expense, to: (a) halt secondary activity by filing and prosecuting unfair labor practice charges with the National Labor Relations Board; (b) prosecute any trespassers by means of threatening arrest or filing criminal charges; and (c) pursue a court injunction against any mass and/or violent picketing.

16. **Indemnification.** Each Joint Venturer assumes full responsibility for the performance of its portion of the Work as set forth in this Agreement. To the greatest extent permitted by law, each Joint Venturer will defend, indemnify, and hold harmless the other Joint Venturer, the Joint Venture, and the officers, directors, employees, agents, and successors of the other Joint Venturer, from and against any and all suits, actions, claims, demands, judgments or liabilities for damages, losses, or expenses of any kind whatsoever (including without limitation, injuries or death of persons, damage to property, or attorneys' fees and costs) arising out of or in connection with: (a) the portion of the Work performed or required to be performed by the indemnifying Joint Venturer under this Agreement or the Contract; and (b) the indemnifying Joint Venturer's breach, default, or failure to perform or comply with any term, provision, duty, or obligation of or under this Agreement, the Contract, or applicable law. However, nothing in this paragraph purports to indemnify a Joint Venturer against liability for damages for death or bodily injury, damage to property or any other loss, damage, or expense arising from the sole negligence or willful misconduct of such Joint Venturer or its employees, agents, servants, or independent contractors, or for any defects in design furnished by such Joint Venturer, its employees, agents, servants, or independent contractors. The indemnification provided for will continue in full force and effect after the termination or completion of the Project and the dissolution of the Joint Venture.

17. **Insurance.** Before starting any work under the Contract, each Joint Venturer will obtain and provide proof of commercial general liability insurance, automobile liability insurance, workers compensation insurance, and any other required insurance in the types and minimum limits required under the Contract.

18. **Liquidated Damages.** If a Joint Venturer fails to timely complete its scope of the Work resulting in the assessment of liquidated damages, that Joint Venturer will pay the liquidated damages assessed and will not demand contribution from the other Joint Venturer. If liquidated damages will be backcharged to a subcontractor or supplier by the Joint Venturer using such subcontractor or supplier, the Joint Venturers will agree how the liquidated damages are to be applied before deductions are taken from payments for the Project. If the construction schedule indicates a potential for liquidated damages, then a meeting of the Joint Venturers will be held within two (2) weeks of identification of the schedule delay in order to address and/or mitigate the delay and a determination of responsibility and/or liability for liquidated damages decided within two (2) weeks of the meeting.

19. **Backcharges.** Neither Joint Venturer has the authority to backcharge the other for defective work or otherwise, without a work order signed by both Joint Venturers.

20. **Taxes and Fees.** All permits, fees, licenses, and local taxes are to be paid and/or obtained by each respective Joint Venturer (or such Joint Venturer's subcontractor) as they may pertain to its respective

Work. The Joint Venture license bond premium and any necessary municipality business license fees for the Joint Venture will be paid by GROUP.

21. **Relationship of the Joint Venturers.** The relationship between the Joint Venturers is limited to the performance of the Contract under the terms of this Agreement, which is construed and deemed to be a Joint Venture for the performance only of the Project.

22. **Term.** This Agreement and the Joint Venture will remain in full force and effect until: (a) the Joint Venturers mutually agree in writing to terminate; (b) the Project is not awarded to the Joint Venture; (c) all the purposes for which the Joint Venture is formed are accomplished as required under this Agreement; (d) the Contract with the Owner is terminated as provided in the Contract, and the affairs of the Joint Venture are settled in accordance with the terms of this Agreement; or (d) otherwise expressly provided in this Agreement.

23. **Project Closeout.** On completion of performance of the Project and the Contract, the Joint Venturers will settle and adjust all accounts in connection with the performance of the Project and the Contract.

24. **Bankruptcy.** In the event of the bankruptcy or insolvency of a Joint Venturer, the bankrupt or insolvent Joint Venturer, from and after the date of bankruptcy or insolvency, will cease to have any say or voice in the management of the Project and the Contract, and wherever it is provided in this Agreement that the act, consent, or decision of the Joint Venturers are required, it is deemed to mean the act, consent, or decision of the solvent Joint Venturer. However, the bankrupt or insolvent Joint Venturer will remain liable for its share of any losses and will be entitled to receive its share of the profits, if any, as provided in this Agreement, for the Work performed by the bankrupt or insolvent Joint Venturer. If such bankruptcy or insolvency causes damage or extra cost to the other Joint Venturer, such damage or extra cost shall be charged against the interest of the bankrupt or insolvent Joint Venturer.

25. **Creditors of the Joint Venturers.** The right of any creditor, receiver, trustee, assignee, garnishee, executor, or administrator to assert any claim against the right, title, and interest of either Joint Venturer is limited solely to the right to claim or receive (after completion of the Project and after the closing of the accounts of the Joint Venture) the distributive share of such debtor Joint Venturer (and then only subject to the equities and prior rights of the other Joint Venturer).

26. **Confidentiality.**

26.1. Each Joint Venturer agrees not to use Confidential Information disclosed to it by the other Joint Venturer for its own use or for any purpose except to perform under this Agreement.

26.2. Except for such rights as may accrue to Owner under the Contract or by law, rights in and to inventions, designs, patents, concepts, techniques, trademarks, copyrights, and other intellectual property resulting solely from work of personnel of any Joint Venturer shall belong exclusively to such Joint Venturer.

26.3. During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, no Joint Venturer shall solicit or hire for employment any person employed by the other Joint Venturer without the prior written agreement of the Joint Venturer whose employee is

being considered for employment. Notwithstanding the foregoing, this section shall not apply if an employee of a Joint Venturer is hired by the other Joint Venturer after such employee responded independently to a general employment advertisement or similar solicitation, including but not limited to job postings published in newspapers, trade publications, or websites.

26.4. The terms, conditions, obligations, restrictions, and covenants in this section shall survive termination or expiration of this Agreement.

27. Dispute Resolution and Arbitration. In the event of any dispute under or regarding this Agreement, the Joint Venturers shall exhaust every reasonable effort to amicably settle or dispose of same. If the dispute has not been resolved after executives of the Joint Venturers have met in an attempt to settle or dispose of such dispute, then such dispute shall be resolved by binding arbitration before a single arbitrator with Judicial Arbitration and Mediation Services (“JAMS”) under the Engineering and Construction Arbitration Rules and Procedures then in effect, modified as provided herein. The demand for arbitration shall be filed in writing to the other Joint Venturer and JAMS. The arbitration hearing shall be conducted in San Diego County, California. The arbitrator shall apply California law to determine the merits of the dispute, and shall apply the JAMS rules to determine the admissibility and weight of evidence. An award may be entered against a Joint Venturer who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the Joint Venturers an award, including factual findings and the reasons on which the arbitrator’s decision is based. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall include reasonable attorneys’ fees, expert witness fees, and costs (including the arbitrator’s fee) in the award to the prevailing party. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated, corrected, or remanded to the arbitrator for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the Superior Court for the County of San Diego, State of California on any such petition shall be final and no further appeal may be filed by either Joint Venturer. The provisions of the Federal Arbitration Act (9 U.S.C. Section 1, et seq.) do not apply to this Agreement or to this agreement to arbitrate.

28. Attorneys’ Fees. In the event either Joint Venturer commences any action or proceeding against the other by reason of any breach or claimed breach of any provision of this Agreement or otherwise in any way connected with this Agreement, or seeks a judicial declaration of rights under this Agreement, the Joint Venturer prevailing in such action or proceeding shall be entitled to recover from the other Joint Venturer, the prevailing Joint Venturer’s reasonable attorneys’ fees and costs including, but not limited to, expert witness fees, witness fees, and any and all other fees and costs, whether or not the proceeding or action proceeds to judgment.

29. Mutual Waiver of Consequential Damages. The Joint Venture and each of the Joint Venturers agree to waive all claims that any of them may have against each other for any consequential damages that may arise out of or relate to this Agreement, including without limitation, loss of business, loss of financing, loss of profits not related to the Project, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: (a) losses covered by insurance required by this Agreement; and (b) third party claims, including Owner claims, for consequential damages for which the Joint Venture is liable per the Contract.

30. **Successors**. The terms and conditions of this Agreement will bind the Joint Venturers and their respective successors and assigns.

31. **No Oral Modifications**. Any change to this Agreement must be in writing, signed by the Joint Venturers.

32. **Headings**. The headings of the sections to this Agreement are for reference purposes only and are not to be used for the purpose of construing the language used in the sections.

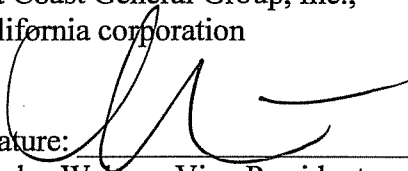
33. **Authority**. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the Joint Venturer for which he or she signs. Each Joint Venturer represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Joint Venturer's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Joint Venturer and enforceable in accordance with its terms.

34. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

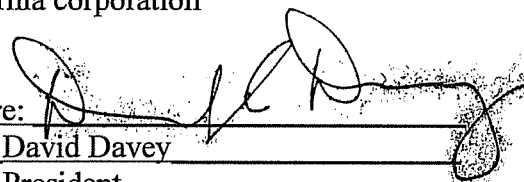
[Signature Page Follows]

IN WITNESS WHEREOF, the Joint Venturers have read this Joint Venture Agreement, agree to its terms and conditions, and have executed and delivered this Agreement on the dates set forth below.

West Coast General Group, Inc.,
a California corporation


Signature: _____
Nicholas Walters, Vice-President
Dated: 5/16/22

West Coast General Corporation,
a California corporation


Signature: _____
Name: David Davey
Title: President
Dated: 5/16/22