



**ENGINEER OF WORK**

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

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1) Registered Engineer

November 15, 2023  
Date

Seal:



*Jaime A. Ramos*  
2) For City Engineer

November 15, 2023  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

### FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Subcontractors for Alternates	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
6.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
7.	Form 4500-3: DBE Subcontractor Performance Form	At Time of Bid	ALL BIDDERS
8.	Form 4500-4: DBE Subcontractor Utilization Form	At Time of Bid	ALL BIDDERS
9.	Bid Bond (Original)	By 5PM, 1 Working Day After Bid Opening	ALL BIDDERS
10.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
11.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
12.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
13.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
14.	Form UR-334: California State Revolving Funds (CASRF)	Annually. See attachment D requirements.	AWARDED BIDDER
15.	Form 4500-2: DBE Subcontractor Participation Form	See attachment D requirements.	AWARDED BIDDER
16.	Listing of “Other Than First Tier” Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Alvarado 2nd Extension Pipeline**. 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 **\$127,000,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 8, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
  - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See **Appendix K** - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **BUSINESS COOPERATION TAX PROGRAM:**

You must exercise your right to obtain a California State of Board of Equalization (BOE) sub-permit for the jobsite and allocate all eligible Bradley-Burns Uniform Local Sales and Use Tax (Use Tax) to the City. In addition, you will ensure that all eligible subcontractors will exercise their right to obtain this BOE sub-submit and allocate all eligible Use Tax to the City. The City will not issue a notice to proceed unless you and your eligible subcontractors have obtained this sub-permit from the BOE. More information on obtaining this permit can be found by contacting the local BOE office.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 8.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
  - 8.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
  - 8.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.

**8.4.** Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.

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

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

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

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

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

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

**8.7.2.** Attending the Pre-Bid Meeting.

**8.7.3.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to [conduct](#) outreach to and include DBE Subcontractors as required in this solicitation by 5 PM 4 Working Days after the Bid opening.

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

## 9. PRE-BID MEETING:

### 9.1. MANDATORY ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on **Tuesday, December 5, 2023**, at **10:00 AM** (PDT) at:

Microsoft Teams meeting

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

[Click here to join the meeting](#)

Meeting ID: 279 153 605 99

Passcode: rrYMTx

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

**Or call in (audio only)**

[+1 323-813-7079,,136009927#](#) United States, Los Angeles

Phone Conference ID: 136 009 927#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures. Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

**Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting**

## 10. AWARD PROCESS:

**10.1.** 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.

**10.2.** 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.

- 10.3. 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.
- 10.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 10.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone; or for the Base Bid plus one or more Alternates.

**11. SUBMISSION OF QUESTIONS:**

- 11.1. The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

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

- 11.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 11.3. 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.
- 11.4. 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.

- 12. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.2.3 WORKERS' COMPENSATION INSURANCE (in Contract document). Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.

- 12.1. **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 K - Long-term Maintenance and Monitoring Agreement.**

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

**14. ADDITIVE/DEDUCTIVE ALTERNATES:**

- 14.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- 14.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## 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 180 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

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

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD081023-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 180 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed

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

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

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

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

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

**14. AWARD:**

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

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

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

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

## 20. **AWARD OF CONTRACT OR REJECTION OF BIDS:**

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

## 21. **BID RESULTS:**

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

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

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

**22. THE CONTRACT:**

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

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



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

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

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

**25. PRE-AWARD ACTIVITIES:**

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

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

OHLA USA, Inc. , a corporation, as principal, and  
Liberty Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company, Nationwide Mutual Insurance Company,  
United States Fire Insurance Company, Everest Reinsurance Company, MetLife Insurance Company and Euler Herbeck North America Insurance Company , a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
**ONE HUNDRED TWENTY THREE MILLION TWO HUNDRED FORTY THREE THOUSAND EIGHT  
HUNDRED FIFTY TWO DOLLARS AND SIXTY FIVE CENTS (\$123,243,852.65)** for the faithful  
performance of the annexed contract, and in the sum of **ONE HUNDRED TWENTY THREE MILLION  
TWO HUNDRED FORTY THREE THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND SIXTY FIVE  
CENTS (\$123,243,852.65)** for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

By: 

Print Name: Alia Khouri  
Deputy Chief Operating Officer  
Mayor's Office

Date: 06/07/2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney  
By: 

Print Name: Adam Watson  
Deputy City Attorney

Date: 6/12/24

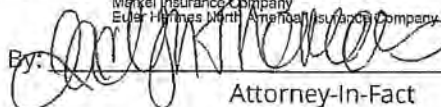
CONTRACTOR OHLA USA, Inc.

By: 

Print Name: Daniel Ruiz, CEO

Date: February 22, 2024

SURETY  
Liberty Mutual Insurance Company  
Berkshire Hathaway Specialty Insurance Company  
United States Fire Insurance Company  
Everest Reinsurance Company  
Nationwide Mutual Insurance Company  
Merkel Insurance Company  
Euler Hermes North America Insurance Company

By:   
Attorney-In-Fact

Print Name: Jaclyn Thomas, Attorney-In-Fact

Date: February 14, 2024

175 Berkeley Street, Boston, MA 02116  
1314 Douglas Street, Suite 1400, Omaha, NE 68102  
305 Madison Avenue, Morristown, NJ 07960  
100 Everest Way, Warren Corporate Center, Warren, NJ 07059  
One West Nationwide Boulevard, Columbus OH 43215  
4521 Highwoods Parkway, Glen Allen, VA 23060  
100 International Drive, 22nd Floor, Baltimore, MD 21202

Local Address of Surety

(617) 357-0900  
(423) 915-3000  
(973) 459-6000  
(570) 624-3000  
(866) 367-0457  
(850) 431-1220 x-3488  
(877) 865-3224

Local Phone Number of Surety

\$1,379,037.00

Premium

Bond No. 015273532 Liberty Mutual Insurance Company  
Bond No. 47-0108-202010-01-0103 Berkshire Hathaway Specialty Insurance Company  
Bond No. 602-00744-3 United States Fire Insurance Company  
Bond No. E900013506 Everest Reinsurance Company  
Bond No. 751110263 Everetwide Mutual Insurance Company  
Bond No. 4472509 Merkel Insurance Company  
Bond No. U3302650 Euler Hermes North America Insurance Company

Bond Number

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF New York

COUNTY OF Suffolk

ON THE 22<sup>nd</sup> DAY OF February, 2024 BEFORE ME PERSONALLY APPEARED Daniel Ruiz  
TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE  
IS THE CEO OF OHLA USA, Inc. THE CORPORATION THAT EXECUTED THE  
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE  
SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE  
IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

MARTIN SAITZYK  
Notary Public-State of New York  
No. 01SA5086963  
Qualified in Suffolk County  
My Commission Expires Oct 27, 2025

  
\_\_\_\_\_  
Notary Public


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 14<sup>th</sup> DAY OF February, 2024 BEFORE ME PERSONALLY APPEARED Jaclyn Thomas TO ME KNOWN,  
WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty  
Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company, United States Fire Insurance  
Company, Everest Reinsurance Company, Markel Insurance Company, Nationwide Mutual Insurance Company, Euler  
Hermes North America Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING  
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE  
IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

  
\_\_\_\_\_  
Notary Public

Sandy S. James-Browne  
Notary Public  
State of New Jersey  
My commission expires September 19, 2026



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

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

Certificate No. 8207604-985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaelyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2024.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jaclyn Thomas, Michael Marino, Andrea E. Gorbert, Mariya Leonidov, Marisol Mojica, 390 North Broadway, of the city of Jericho, State of New York, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures of an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 14, 2024.



[Signature of Ralph Tortorella]

Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9575, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06446

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Thomas MacDonald, Edward Reilly, Marisol Mojica, Jaclyn Thomas

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

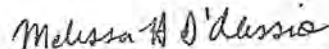


Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

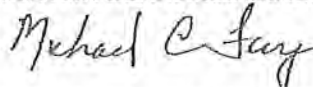


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of February, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06446

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Thomas MacDonald, Edward Reilly, Marisol Mojica, Jaclyn Thomas

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

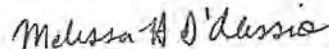


Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

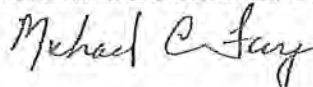


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of February, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President







POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Edward Reilly, Thomas MacDonald, Jaclyn Thomas, Marisol Mojica

Its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 18th day of October 2023.



Everest Reinsurance Company

[Handwritten signature of Anthony Romano]

By: Anthony Romano, Senior Vice President

On this 18th day of October, 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

[Handwritten signature of Linda Robins]

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 14th day of February, 2024.



[Handwritten signature of Sylvia Semerdjian]

By: Sylvia Semerdjian, Secretary

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
JACLYN THOMAS; KEVIN T WALSH, JR; KRYSTAL L STRAVATO; MARISOL MOJICA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

Notary Public  
My Commission Exp/irs  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of February 2024.

Assistant Secretary

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Andrea E. Gorbert, James A. Merrill, Michael A. Marino, Jaclyn Thomas, Krystal L. Stravato, Marisol Mojica

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

### In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of September, 2022.

SureTec Insurance Company

By: [Signature]  
Michael C. Keimig, President



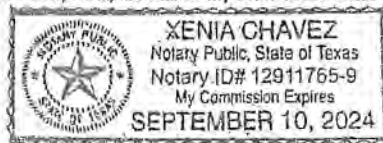
Markel Insurance Company

By: [Signature]  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 26th day of September, 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

INTESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: [Signature]  
Xenia Chavez, Notary Public  
My commission expires 9/10/2024

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 14th day of February, 2024.

SureTec Insurance Company

By: [Signature]  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]  
Andrew Marquis, Assistant Secretary



**EULER HERMES NORTH AMERICA INSURANCE COMPANY**  
 800 Red Brook Boulevard \* Owings Mills, Maryland 21117

**Allianz**  
**Trade**  
 13407

The number of persons authorized by this  
 Power of Attorney is not more than:

**7 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Kevin T. Walsh Jr., Marisol Mojica, Krystal L. Stravato, Thomas MacDonald, Edward Reilly, Jaclyn Thomas, Mariya Leonidov	100 South Jefferson Road Suite 101 Whippany, NJ 07981	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November, 20 22.



*[Signature]*

James Daly, President and CEO-The Americas

*[Signature]*

Nicholas P. Verna II, Senior Vice President  
and Regional Head of Surety and  
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of November, 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

*[Signature]*  
 Notary Public

**This Commission Expires February 2, 2026**

Notarial Seal

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

**CERTIFICATION**

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 14<sup>th</sup> day of February, 20 24.



*[Signature]*  
 Nicholas P. Verna II, Senior Vice President and Regional  
 Head of Surety and Guarantee, Americas

## ATTACHMENTS

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



## SCOPE OF WORK

### 1. SCOPE OF WORK:

#### (S-12013 Alvarado 2<sup>nd</sup> Extension Pipeline)

The project consists of the construction of approximately 2.17 miles (11,500 LF) of 24-inch welded steel pipeline and approximately 4.26 miles (22,500 LF) of 48-inch welded steel pipeline and associated appurtenances from West Mission Bay Drive and Sea World Drive to east I-805, along Friars Road. This project also includes the replacement of approximately 1.64 miles (8,650 LF) of existing 12-inch asbestos cement water distribution main along Sea World Drive and approximately 2.10 miles (11,100 LF) of 16-inch asbestos cement water distribution main along Friars Road and Fashion Valley Road with new 12-inch and 16-inch PVC distribution mains. The work includes trenchless construction within Caltrans right-of-way limits at State Route-163, open-cut construction within Caltrans right-of-way limits at the I-5 and I-805 overpass crossings and new Bikeway Improvements. The project will also include construction of a new 536/390 Pressure Reducing Station. The work includes associated cathodic protection, street resurfacing, curb ramps, and all other incidental work.

#### (B-22025 Alvarado 2<sup>nd</sup> Extension Pipeline Bikeway Improvements)

The project consists of Bike Lane Improvements along Sea World Drive (between Mission Bay Blvd and Pacific Highway), Friars Road (between Sea World Dr and Fresno St) and Fashion Valley Rd (between Friars Rd and Riverwalk Dr). Refer to plans 42092-D.

1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids and Plans numbered **40630-01-D** through **40630-201-D**, Traffic Control Plans numbered **40630-T01-D** through **40630-T237-D** and Alternate Items per Plans Numbered **42092-1-D** through **42092-24-D**, inclusive.

For the above specified plans refer to the following link:

<https://drive.google.com/drive/folders/1qVtOGWPRFcUZJwBe43StWXBexNm8OCy>

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 **1300 Working Days**.

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**



## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
  - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
  - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
  - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

### 2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

## PHASED FUNDING SCHEDULE AGREEMENT

**BID NUMBER:** K-24-2005-DBB-3-C

**CONTRACT OR TASK TITLE:** Alvarado 2<sup>nd</sup> Extension Pipeline

**CONTRACTOR:** OHLA USA, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include, Bonds, Mobilization, potholing, videotaping of existing conditions, and installation of 1000 LF minimum water mains	NTP	11/30/2024	\$8,000,000.00 (S-12013)
2	Work to be completed in Phase 2 shall include- 1,600 LF of 12-inch water main installation, 5,450 LF of 16-inch water main installation, 1,550 LF of 24-inch water main installation, 5,600 LF of 48-inch water main installation, And all other appurtenances per Drawing 46030-D	12/01/2024	11/30/2025	\$37,500,000.00 (S-12013)
3	Work to be completed in Phase 3 shall include 7,050 LF of 12-inch water main installation, 1,797 LF of 16-inch water main installation, 9,885 LF of 24-inch water main installation, 92 LF of 36-inch water main installation, 6,555 LF of 48-inch water main installation, And all other appurtenances per Drawing 46030-D	12/01/2025	11/30/2026	\$58,800,000.00 (S-12013)
4	Work to be completed in Phase 4 shall include 2,087 LF of 16-inch water main installation, 5,100 LF of 48-inch water main installation, And all other appurtenances per Drawing 46030-D	12/01/2026	11/30/2027	\$10,200,000.00 (S-12013)
5	Work to be completed in Phase 5 shall include 1,938 LF of 16-inch water main installation, 4,245 LF of 48-inch water main installation, And all other appurtenances per Drawing 46030-D  Bike Lane Improvement Plans 42092-1-D thru 42092-24-D  Resurfacing of 3 miles per Plans 40630-90-D thru 40630-108	12/01/2027	11/30/2028	\$1,989,471.25 (S-12013)  \$185,648.90 (B-22025)  \$3,000,000.00 (Transportation)  <b>Total: \$5,175,120.15</b>

6	Resurfacing of 3.5 miles per Plans 40630-90-D thru 40630-108 and remaining construction activities associated with the contract and specifications.	12/01/2028	NOC	\$3,568,732.50 (Transportation)
<b>Contract Total</b>				<b>\$123,243,852.65</b>  \$116,489,471.25 (S-12013)  \$6,58,732.50 (Transportation)  \$185,648.90 (B-22025)

**Notes:**

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

**CITY OF SAN DIEGO**

PRINT NAME: Nicole George

**Construction Senior Engineer**


Signature: 

Date: 3/6/2024

**CONTRACTOR**

PRINT NAME: Joseba Obeso

Title: Executive Vice President WEST

Signature: 

Date: 02/29/2024

PRINT NAME: Jaime Ramos

**Design Senior Engineer**

Signature: 

Date: 03/06/2024

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

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

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

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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



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

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

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

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

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

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

**F. SUBCONTRACTING.**

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

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

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

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

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

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

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

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

**I. PROMPT PAYMENT.**

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

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

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

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

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

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

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

**ATTACHMENT D**

**FUNDING AGENCY PROVISIONS**

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

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



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

**1. CALIFORNIA STATE REVOLVING FUND (CASRF) REQUIREMENTS.**

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

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

**1.2 SIGNAGE.**

1. Upon the direction of the City, Contractor shall place a sign at least four feet tall by eight feet wide made of 3/4 inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.
2. Building A Better America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." Construction is defined at 40 CFR 33.103 as "erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>.

3. United States Environmental Protection Agency (USEPA) Logo: The recipient will ensure that signage displays the USEPA logo along with the official Building A Better America emblem. The USEPA logo must not be displayed in a manner that implies that USEPA itself is conducting the project. Instead, the USEPA logo must

be accompanied with a statement indicating that the recipient received financial assistance from USEPA for the project.

The recipient will ensure compliance with the sign specifications provided by the USEPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

As provided in the sign specifications from OPA, the USEPA logo is the preferred identifier for assistance agreement projects and use of the USEPA seal requires prior approval from the USEPA. To obtain the appropriate USEPA logo or seal graphic file, the recipient should send a request directly to OPA and include the USEPA Project Officer in the communication. Instructions for contacting OPA is available on the [Using the EPA Seal and Logo page](#).

4. Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.
5. The sign shall include the following logos:



6. The sign shall include the following statement:

"Funding for this Alvarado 2<sup>nd</sup> Extension Pipeline project has been provided in full or in part by the Drinking Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

7. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner. See Attachment E – Supplementary Special Provisions, Section 3-11.2, "Project Identification Signs" for more information.
8. A separate sign displaying the "Project Funded by President Joe Biden's Bipartisan Infrastructure Law" and the "Investing in America" emblem must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. This sign should be printed 72 inches wide by 48 inches tall.

The recipient shall ensure compliance with the guidelines and design specifications provided by the USEPA for using the official Investing in America emblem, along with sign templates, available at: <https://www.epa.gov/invest/investing-america-signage>.

9. Logos. The recipient shall include the USEPA, State Water Board, and DWSRF logos provided below in addition to the official Investing in America emblem on the Bipartisan Infrastructure Law signage using the customizable sign template at the link provided in section (b).
10. Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable. (DWSRF Ex. A § A.2.3).

**1.3 WORK AND TRAVEL OUTSIDE OF CALIFORNIA.** No work or travel outside the State of California is permitted unless the City provides prior written authorization. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Contractor. (DWSRF Ex. B § B.1.7.i).

**1.4 RECORDS RETENTION.** Contractor shall maintain separate books, records and other material relative to the Project. Contractor shall also retain such books, records, and other material for itself and for each subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Project Completion. Contractor shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Contractor shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor agrees to include a similar duty regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement. (DWSRF Ex. C § C.3.2(d)).

**1.5 BONDS.** For construction contracts of \$25,000 or more, Contractor shall not begin construction until after it has provided the City with performance bond in favor of the City in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. (DWSRF Ex. C § C.3.6).

**1.6 COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Contractor shall:

1. Comply with and require its subcontractors on the Project to comply with federal DBE requirements.
2. Comply with and require its subcontractors to comply with the list of federal laws in this **Attachment D**. (DWSRF Ex. C § C.3.8).

**1.7 INDEMNIFICATION.**

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

**1.8 NON-DISCRIMINATION REQUIREMENTS.**

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

5. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
6. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work. (DWSRF Ex. C § C.3.22(e-j)).

**1.9 NOTIFICATION.** Upon the occurrence of the following event, the Contractor must provide notice to the City:

1. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Contractor must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the City, through the State Water Board, has determined what actions should be taken to protect and preserve the resource. The Contractor must implement appropriate actions as directed by City, through the State Water Board (DWSRF Ex. C § C.3.25(a)ii.).
2. The discovery of a false statement of fact or representation made in any certification, report, or invoice made by the Contractor;
3. Any substantial change in scope of the project. The Contractor must undertake no substantial change in scope of the Project until prompt written notice of the proposed change has been provided to the State Water Board and the State Water Board has given written approval for the change;
4. Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
5. Any circumstance, combination of circumstances, or condition which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
6. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify the City. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
7. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project as required in this Attachment D.

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

- 1.11 EXCLUDED PARTIES.** Contractor shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, Contractor shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which DWSRF funding or CWSRF funding is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at:
- [http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.html](http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.html)  
(DWSRF Ex. C § C.3.27).
- 1.12 PREVAILING WAGES.** Contractor shall comply with all California State and Federal prevailing wage laws. Contractor shall include in its subcontracts the full the language provided in this **Attachment D** regarding federal prevailing wages. (DWSRF Ex. C § C.3.29).
- 1.13 COMPLIANCE WITH DIRECTIVES AND ORDERS IN DIVISION 7 OF THE WATER CODE.** Contractor and subcontractors shall comply with directives or orders issued pursuant to Division 7 of the Water Code (DWSRF Ex C § C.4.2.xi).
- 1.14 AMERICAN IRON AND STEEL.** Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall ensure that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. (DWSRF Ex. C § C.4.3.i).
- 1.15 WAGE RATE REQUIREMENTS (DAVIS-BACON).** Contractor shall include in its subcontracts in full Wage Rate Requirements (Davis-Bacon) language provided in **Attachment D**, Section 10, regarding federal prevailing wages. (DWSRF Ex. C § C.4.3.iii).
- 1.16 COPYRIGHT AND PATENT.** USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the State Water Board when an invention report, patent report, or utilization report is filed. (DWSRF Ex. C § C.4.3.(x-xi)).

**1.17 MATERIALS DEVELOPED FOR PUBLIC DISTRIBUTION.** Contractor agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement (DWSRF Ex. C § C.4.3.xii):

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

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

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

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

The DBE rule can be accessed at [www.epa.gov/osbp](http://www.epa.gov/osbp). Contractor shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded



under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. (DWSRF Ex. A § A.2.2.4 and Ex. C. § C.4.3.xviii;)

- 1.22 PROCUREMENT PROHIBITIONS.** Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>. (DWSRF Ex. C § C.4.3.xix).
- 1.23 SECURE CONNECTION.** Contractor agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. (DWSRF Ex. C § C.4.3.xxi).
- 1.24 GEOSPATIAL DATA STANDARDS.** All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov). (DWSRF Ex. C § C.4.3.xxii)
- 1.25 SCIENTIFIC INTEGRITY.** Contractors and subcontractors shall comply with EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientificintegrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

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

- 1.26 ANIMAL WELFARE ACT.** The Contractor agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>. (DWSRF Ex. C § C.4.3.xxvii).

**1.27 TELECOMMUNICATIONS PROHIBITED.** Contractor will not purchase the following telecommunication equipment for the Project (DWSRF Ex. C § C.4.3.xxviii):

1. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
2. Telecommunications or video surveillance services produced by such entities;
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
4. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

**1.28 BUILD AMERICA BUY AMERICA (BABA).** This project is waved from BABA requirements.

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

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

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

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

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

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

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

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

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

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

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

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

**3. EQUAL OPPORTUNITY CLAUSES:**

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

1. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
2. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

**4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:**

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

**4.2.** Standard Federal Equal Employment Specifications.

1. As used in these specifications:

- a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d) "Minority" includes:
  - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must

beable to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in item 7, paragraphs "a" through "p", of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen,

superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities

- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written

record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs

"a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union



affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**4.3.** Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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

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

**6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

**6.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:

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

**7. RECORDS OF PAYMENTS TO DBEs:**

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

**8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

- 8.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- 8.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 8.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 8.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 8.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications
- 8.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

**9. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

**9.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**9.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

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

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

**9.3.1.** Contractor their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by 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: CA20230001 11/17/2023

Superseded General Decision Number: CA20220001

State: California

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

County: San Diego County in California.

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

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

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

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	06/09/2023
3	07/14/2023
4	08/11/2023
5	08/18/2023
6	09/01/2023
7	09/08/2023
8	10/06/2023
9	11/03/2023
10	11/17/2023

\* ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

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ASBE0005-004 07/04/2022

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

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BOIL0092-003 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 49.05	41.79

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BRCA0004-008 11/01/2022

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

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BRCA0018-004 06/01/2022

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



BRCA0018-010 09/01/2022

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

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

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

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CARP0619-003 07/01/2021

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

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CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

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CARP0721-001 07/01/2021

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

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CARP1607-004 07/01/2021

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

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ELEC0569-001 06/05/2023

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

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ELEC0569-004 06/01/2023

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 38.78	14.04

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

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ELEC0569-005 06/01/2023

	Rates	Fringes
Sound & Communications		
Sound Technician.....\$ 38.78		14.04
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

UTILITY TECHNICIAN #2: Distribution of material at jobsite,

installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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 ELEC0569-008 06/05/2023

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

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 ELEC1245-001 06/01/2022

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

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

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 ELEV0018-001 01/01/2023

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

FOOTNOTE:

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

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

	Rates	Fringes
GROUP 4.....	\$ 55.18	30.70
	Rates	Fringes
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

GROUP 9: Heavy Duty Repairman

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



type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

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

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

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

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

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

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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 IRON0229-001 01/01/2023

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

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2022

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 34.29	20.77

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

LABORER CLASSIFICATIONS

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



GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the concrete from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Rippap, 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, diaphraging 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.

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LABO0089-002 11/01/2020

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

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-kold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

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

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

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

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

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LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2022

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic

delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

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

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

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

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PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

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

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PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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PAIN0036-012 10/01/2023

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

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PAIN0036-019 06/01/2022

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

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PLAS0200-005 08/03/2022

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

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

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PLAS0500-001 07/01/2018

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

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

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

project; any wood frame project of four stories or less.  
 GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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 PLUM0016-006 09/01/2023

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 61.68	26.51
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

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 PLUM0016-011 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 45.22	22.43

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 PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28



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ROOF0045-001 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

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SFCA0669-001 01/01/2023

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

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SHEE0206-001 07/01/2020

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

SHEET METAL TECHNICIAN - SCOPE:

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

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TEAM0166-001 07/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.12	25.57
GROUP 2.....	\$ 40.71	25.57
GROUP 3.....	\$ 40.91	25.57
GROUP 4.....	\$ 41.11	25.57
GROUP 5.....	\$ 41.31	25.57
GROUP 6.....	\$ 41.80	25.57
GROUP 7.....	\$ 43.31	25.57

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to

the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

(1) Minimum wages.

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

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

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

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

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

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

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

Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
  - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cashequivalents 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 wagerates prescribed in the applicable programs.
  - (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on



request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH- 347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site.

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

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

1. That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(4) Apprentices and trainees

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

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

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

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower 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 sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

### **10.3 Compliance Verification**

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

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

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

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

**11. AGENCY SPECIFIC PROVISIONS:**

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

**11.1. EPA Requirements:**

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

Subcontractors to take the steps in these specifications.

- c) For the EPA defined GFE, see the steps below:
- i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - ii. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 30 Calendar Days (refer to 33 CFR 33.301) before the bid or proposal closing date.
  - iii. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available".
  - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
  - v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.
  - vi. If the Contractor awards Subcontracts, the Contractor shall take the steps in the paragraphs above.

**11.2. California State Revolving Fund (CASRF) Requirements:**

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

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

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

1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
2. For additional assistance, the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development



Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. There are contact phone numbers listed in Step 3 that will assist you in reaching the 2 offices if the Internet is unavailable. Do not write to these sources.

3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE Subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
4. Include qualified DBEs on solicitation lists and record the information. Solicitation shall be as broad as possible.
5. If DBE sources are not located, explain why and describe the efforts made.
6. The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of the Work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of GFE shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all Subcontractors, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

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

**11.2.5. Annual DBE Utilization Reporting:**

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

**12. DBE POTENTIAL RESOURCES CENTERS:**

- 12.1.** Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 12.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.
- 12.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar Days prior to

Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bidrequest.

- 12.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.
- 12.5.** If DBE sources are not located, explain why and describe the efforts made.
- 12.6.** The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 12.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 12.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

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

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

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

Notes:

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

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

- 13.1.** The affirmative GFE steps documentation shall be submitted by **5 PM, 4 Working Days after the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.
- 13.2.** **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.**
- 13.3.** The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

**14. FORMS:**

- 14.1.** The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms.

- 14.1.1.** The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms.

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

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

- 14.1.1.2** The following forms shall be completed and submitted within **4 Working Days after the Bid opening by 5PM**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

- 1. Form AA61: List of Work Made Available
      - 2. Form AA62: Summary of Bids Received
      - 3. Form AA63: Good Faith Effort List of Subcontractors Solicited

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

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

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

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

## FORMS



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

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

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

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.  
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**





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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

I have identified potential DBE certified subcontractors. ___ YES ___ NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

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

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

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

Prime Contractor Signature	Print Name
Title	Date

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**

**LIST OF WORK MADE AVAILABLE**

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

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

**AA61 - List of Work Made Available**







## U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED \$150,000. PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING																			
1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30)  20_____	1B. REPORT TYPE  <input type="checkbox"/> Annual <input type="checkbox"/> Last Report (Project completed)																		
1C. REVISION OF A PRIOR YEAR REPORT? <input type="checkbox"/> No <input type="checkbox"/> Yes, Year _____ IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:  																			
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)	3A. RECIPIENT NAME AND ADDRESS																		
2B. EPA DBE COORDINATOR  Name: Email: Phone: Fax:	3B. RECIPIENT REPORTING CONTACT  Name: Address: Phone: Email:																		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)	4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:																		
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share:     \$ _____  Recipient Share: \$ _____  <input type="checkbox"/> N/A (SRF Recipient)	5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), <b>CHECK and SKIP to Block No. 7.</b> (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) <input type="checkbox"/>																		
5C.                                  Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) <div style="text-align: center;">Total Procurement Amount \$ _____</div> <div style="text-align: center;">(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)</div>																			
5D. Were sub-awards issued under this assistance agreement? Yes ___ No ___ Were contracts issued under this assistance agreement? Yes ___ No ___																			
5E.    MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table style="width: 100%; margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%;">Construction</th> <th style="width: 15%;">Equipment</th> <th style="width: 15%;">Services</th> <th style="width: 15%;">Supplies</th> <th style="width: 15%;">Total</th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>			Construction	Equipment	Services	Supplies	Total	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	Construction	Equipment	Services	Supplies	Total														
\$MBE:	_____	_____	_____	_____	_____														
\$WBE:	_____	_____	_____	_____	_____														
6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.)  																			
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE																		
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE																		

**PART II.**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

**EPA Financial Assistance Agreement Number:** \_\_\_\_\_

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

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

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

## Instructions:

### A. General Instructions:

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

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

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

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

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

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

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

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

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

### B. Definitions:

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

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

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority



individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

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

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

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

### **Good Faith Efforts**

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

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

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

### C. Instructions for Part I:

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

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

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

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

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

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

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

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

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

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

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

5B. Self-explanatory.

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

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

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

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

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

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

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

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

#### **D. Instructions for Part II:**

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

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

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

3. Dollar value of procurement.

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

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

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

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

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

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



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

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

**Email Form UR-334 to:**

[DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) OR [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov)

**Questions may be directed to:**

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

**\*\*Procurement Type:**

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

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

**INSTRUCTIONS FOR COMPLETING FORM UR-334**

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



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

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

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

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

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

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

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

Subcontractor Signature	Print Name
Title	Date

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

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

**FORM 4500-2 (DBE Subcontractor Participation Form)**



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

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

#### 1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

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

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

The **Night Working Hours are** as noted below:

1. **8:00 PM to 6:00 AM** (Night Working Hours) for all pipeline alignments, except for the State Route 163 Trenchless Crossing and select Fashion Valley Mall Areas noted below.
  - i. Fashion Valley Mall Stages 37, 39, 40, 41 and 42 (Refer to Traffic Control Plans for stages): Midnight to 8 AM
2. State Route 163 Trenchless Crossing: 24-hours a day, including weekends and holidays, without interruption (moratorium periods excluded).
3. Contractor Shall Coordinate Work Hours with Sea World And The City Of San Diego

ADD the following:

111. Final Completion - Once Substantial Completion has been achieved, the following items are to be completed prior to the Final Completion by the Contractor.
- a) The Contractor shall complete punch list fix-up as approved by the Construction Manager prior to being provided with Final Completion.
  - b) All Work required under Section 01 77 00. Closeout Procedures shall have been completed.

Following Final Completion, the Owner shall provide acceptance of the facilities and take over operation of the facilities.

112. Substantial Completion -
- a) The time at which the Work (or a specified pan thereof) has progressed to the point where, in the opinion of Owner and Construction Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work(or a specified part thereof) can be utilized for the purposes for which it is intended. The terms-substantially complete and substantially completed", as applied to all or pan of the Work, shall refer to Substantial Completion thereof.
  - b) The time at which the Project's operating facilities or systems is sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work and when all required functional, performance, and acceptance or startup testing, and commissioning has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of the Owner and Construction Manager in accordance with the requirements of the Specifications.
  - c) For Substantial Completion, the Contractor shall have completed all interior finish work, electrical, instrumentation and control mechanical,

## **SECTION 2 - SCOPE OF THE WORK**

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

2. The Contractor will obtain the following permits:
- a) Caltrans Encroachment Permits
  - b) MTS Railroad Right-of-Way Licenses

3. The Permits listed above are available for review at the following link:

[https://drive.google.com/drive/folders/1pMEEVWB4nyoDjI\\_wDhThL2lwnUCoXqtV](https://drive.google.com/drive/folders/1pMEEVWB4nyoDjI_wDhThL2lwnUCoXqtV)

**2-2.2 Caltrans Encroachment Permit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall apply and obtain the Caltrans Encroachment Permit.
  - a. You shall pay for and secure the permit prior to construction.
  - b. You shall arrange and pay for inspection as required by Caltrans.

**2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.

**2-3 RIGHT-OF-WAY.** To the "WHITEBOOK", add the following:

2. The Contractor shall confine its operations to public right-of way and the land furnished and designated as Temporary Construction Areas (TCA) and permanent Water Easements.

**ADD:**

**2-3.1**

**Easements.**

The City will set stakes to mark the boundaries of construction easements across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

Easements across private property are indicated on the Drawings and summarized below.

1. Fashion Valley Mall. LLC (Parcel 5, Map 17795, APN 437-291-29): 48-inch pipeline, STA 90+53 to 98+02 (Temporary Construction Area)
2. Fashion Valley Mall. LLC (Parcel 5, Map 17795, APN 437-291-29): 48-inch pipeline, STA 116+00 to 119+72 (Temporary Construction Area)
3. 7510 Hazard, LLC (Parcel 1, Map 15912, APN 438-021-20): 48-inch pipeline, STA 123+52 to 126+12 (Permanent Water Easement)
4. Quarry Falls (Civita) (Lot C, Map 15878, APN 677-420-08-00): 48-inch pipeline, STA 174+50 to 178+00 (Temporary Construction Area)
5. San Diego Police Department (SDPD) Western Division. (APN 436-520-06): 16-inch pipeline, 24-inch pipeline, 36-inch pipeline, 48-inch pipeline (set-aside easement).

Baseline construction schedule shall clearly show the earliest late start for commencing the work within temporary construction easement areas to complete the work within the Contract Time and clearly show moratorium periods of restricted work.

Should the actions of the Contractor, or its Subcontractors, Vendors, or Suppliers, cause the Work to be delayed to the point that the ending /expiration date of an easement has been exceeded, the Contractor shall be responsible to reimburse the Owner for any additional costs required to extend the period of rights to the easement to complete the Work. This delay shall be considered to be any period of time required by the Contractor to fully and satisfactorily execute the Work that is in addition to the original Contract duration, as modified by any executed Contract change orders and will be based on the Baseline Construction Schedule earliest late start for commencing the work within easement areas, submitted at the Pre-Construction Meeting.

**2-3.2 Payment.**

1. The payment for all Work Associated with any easement Special Provisions shall be included in the Allowance Bid item for "Easement Special Provisions".

**2-10 DISPUTED WORK.** To the "GREENBOOK" and "WHITEBOOK", DELETE all sections in their entirety and SUBSTITUTE with the following:

**2-10 DISPUTED WORK.**

1. If you and the City are unable to reach agreement, the Resident Engineer may direct you to proceed with the Disputed Work. Payment shall be as later determined by 7-3, 7-4, mediation or arbitration, as agreed by you and the City, or as fixed in a court of law.
2. Although not to be construed as proceeding under 7-4, you shall keep and furnish records of Disputed Work to the Resident Engineer in accordance with 7-4.

**2-10.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
4. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
5. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-10, "Right to Audit".

6. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
7. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

**2-10.1.1 Initiation of Claim.**

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

**2-10.1.1.1 Claim Certification Submittal.**

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

**2-10.1.2 Initial Determination.**

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

**2-10.1.3 Settlement Meeting.**

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

**2-10.1.4 City's Final Determination.**

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination in accordance with 2-10.2.1.4, "DRB Traditional Dispute Meeting".

3. Failure to give notice of objection of the Final Determination within the 15 Working Day period shall waive your right to pursue the Claim.

**2-10.2 Dispute Resolution Process.** To the WHITEBOOK, DELETE in its entirety and SUBSITUTE with the following:

1. A mandatory Dispute Resolution Board process shall be established in accordance with 2-10.2.1, "Dispute Resolution Board (DRB)" prior to the mandatory mediation as described in 2-10.2.2, "Mandatory Non-binding Mediation".

**2-10.2.1 Dispute Resolution Board (DRB).**

1. The DRB is a 3-member board that you and the City establish prior to beginning work.

**2-10.2.1.1 DRB Member Selection.** Within 45 Working Days of Contract approval, you and the City shall select DRB members and establish the DRB using the following procedure:

1. You and the City each nominates a DRB member candidate who is on the City's approved list. For the list of approved member candidates, go to the City's Division of Construction website.
2. If you or the City nominates someone who is not on that list, the candidate shall:
  - a) Be knowledgeable in the type of construction and contract documents anticipated by the Contract.
  - b) Have completed training by the Dispute Resolution Board Foundation.
  - c) Have no prior direct involvement on this Contract.
  - d) Have no financial interest in the Contract or with the parties, subcontractors, suppliers, consultants, or associated legal or business services within 6 months before award and during the Contract, except for payments for City DRA or DRB services, or payments for retirement or pensions from either party not tied to, dependent on, or affected by the net worth of the party.
3. You and the City shall request a disclosure statement from each nominated DRB member candidate and must each furnish it to the other party. The statement shall include:
  - a) Resume of the candidate's experience.
  - b) Declaration statement that describes past, present, anticipated, and planned professional or personal relationships with each of the following:
    - i. Parties involved in the Contract
    - ii. Parties' principals

- iii. Parties' counsel
  - iv. Associated subcontractors and suppliers
4. You and the City are allowed:
    - a) One-time objection to the other's candidate without stating a reason.
    - b) Objection to any of the other's subsequent candidates based on a specific breach of the candidate's responsibilities or qualifications under items 1 and 3 of this section.
  5. If you or the City objects to the other's candidate, the party whose candidate was objected to must nominate another DRB candidate within 15 Working Days.
  6. The 1st candidate from a party that receives no objection becomes that party's DRB member.
  7. You and the City each provide written notification to your selected DRB member.
  8. Within 15 Working Days of their notifications, the selected DRB members recommend to you and the City the 3rd DRB member candidate and provide that candidate's disclosure statement.
  9. Within 15 Working Days of the recommendation, you and the City must each notify the first 2 DRB members whether you approve or disapprove of the recommended 3rd DRB member candidate.
  10. If the 2 DRB members cannot agree on the 3rd DRB candidate, they will submit a list of candidates to you and the City for final selection and approval.
  11. If the 2 DRB members do not recommend a 3rd DRB candidate within 15 Working Days of notification of their selections, or if you and the City do not agree on the 3rd DRB member candidate within 15 Working Days of the recommendation, or if you and the City do not agree on any of the candidates on the list provided by the first 2 selected DRB members, you and the City each must select 3 candidates from the current list of arbitrators certified by the Public Works Contract Arbitration Committee established by Pub Cont Code § 10245 et seq. who will be willing to serve as a DRB member. The first 2 selected DRB members must select the 3rd member in a blind draw of these 6 candidates.
  12. The 3 DRB members then decide which of the three will act as the DRB chairman. If you and the City do not agree with the selected chairman, the 3rd member will act as the DRB chairman.



### **2-10.2.1.2 DRB Member Replacement.**

1. The service of a DRB member may end at any time with a notice of at least 15 Working Days if any of the following occurs:
  - a) A member resigns
  - b) The City replaces its selected member
  - c) You replace your selected member
  - d) The City's and your selected members replace the 3rd member
2. Either you or the City replace any member for failing to comply with the required employment or financial disclosure conditions of DRB membership as described in the Contract and in the Dispute Resolution Board Agreement form.
3. Replacing any DRB member shall be accomplished by written notification to the DRB and the other party with substantiation for replacing the member.
4. A replacement DRB member is selected the same way as the original DRB member. Selecting a replacement must start upon determination of the need for a replacement and must be completed within 15 Working Days. The Dispute Resolution Board Agreement form shall be amended to reflect the change to the DRB.

### **2-10.2.1.3 DRB Progress Meetings.**

1. You and the City shall periodically meet with the DRB and visit the job site so the DRB members can keep abreast of construction activities and develop familiarity with the work in progress.
2. The progress meetings shall occur at the start of the project and at least once every 4 months after that.
3. Both parties shall attend each progress meeting.
4. You and the City may agree to waive scheduled progress meetings when the only work remaining is plant establishment.

### **2-10.2.1.4 DRB Traditional Dispute Meeting.**

1. If you disagree with the City's Final Determination, notify the Engineer and DRB in writing of your objection within 15 Working Days after receipt of the determination.
2. A DRB dispute meeting shall be held no sooner than 30 Calendar Days and no later than 60 Calendar Days after the DRB receives your written notice unless you and the City otherwise agree.
3. At least 15 Calendar Days before the scheduled dispute meeting, each party shall furnish the DRB documentation that supports its position and any additional information requested by the DRB.

4. If the DRB requests additional information within 10 Calendar Days after the dispute meeting, the party receiving the request shall furnish this information within 10 Calendar Days of receiving the request.
5. The DRB shall provide a written recommendation report within 30 Calendar Days of the dispute meeting unless you and the City agree to allow more time.
6. Within 10 Calendar Days of receiving the DRB's recommendation report, either you or the City may request clarification of any part of the report. Only one request for clarification from each party is allowed per dispute.
7. Within 30 Calendar Days after receiving the DRB's recommendation, each party shall furnish a written response to the DRB indicating acceptance or rejection of the recommendation. If a party rejects the recommendation and has new information that supports its position, the party may request reconsideration. The reconsideration request shall be made within 30 Calendar Days after receiving the DRB's recommendation. Only one request for reconsideration from each party is allowed per dispute.
8. If you reject the DRB's recommendation, notify the Resident Engineer and DRB in writing of your objection within 15 Working Days after receipt of the DRB's recommendation and file a "Request for Mediation" in accordance with 2-10.2.2, "Mandatory Non-binding Mediation".

**2-10.2.2 Mandatory Non-binding Mediation.**

1. If a dispute arises out of or relates to the Contract, or the breach thereof, and if said dispute cannot be settled through contract provisions provided for the Dispute Resolution Board process, claim settlement, or negotiations, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.

**2-10.2.2.1 Mandatory Mediation Costs.**

1. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator shall be borne equally by the parties.

**2-10.2.2.2 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. If AAA is used, the initiating party shall concurrently file with AAA a "Request

for Mediation” along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.

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

**2-10.2.2.3 Conduct of Mediation Sessions.**

1. Mediation hearings shall be conducted in an informal manner and discovery shall not be allowed.
2. Discussions, statements, and/or admissions shall be confidential to the proceedings and shall not be used for any other purpose as it relates to the party’s legal position. The parties may agree to exchange any information they deem necessary.
3. Both parties shall have an authorized representative attend the mediation. Each representative shall have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notifications of whether attorney(s) shall be present.
4. Any resulting agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

**2-10.2.2.4 Mandatory Assistance.**

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

### **2-10.2.2.5 Compensation for Mandatory Assistance.**

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 2-10.2.2.4, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

### **2-10.2.3 Payment.**

1. Pay each DRB member \$2,000 per day for DRB's participation at each on-site meeting.  
On-site meetings include:
  - a) Initial project meeting
  - b) Scheduled progress meetings for a project with a DRB
  - c) Dispute meetings
2. This payment includes full compensation for on-site time, travel expenses, transportation, lodging, travel time, and incidentals for each day or portion thereof that the DRB member is at a DRB meeting.
3. Before a DRB member spends any time reviewing plans and specifications, evaluating positions, preparing recommendations, or performs any other off-site DRB-related tasks, you and the City shall agree to pay for the tasks. Pay the DRB member \$200 per hour for these tasks. This payment includes full compensation for incidentals such as expenses for telephone, fax, and computer services.
4. The City shall reimburse you for 1/2 of the invoiced costs to the DRB and 1/2 of the costs of any technical services agreed to. Submit a change order bill and associated invoices with the original supporting documents in the form of a canceled check or bank statement to receive reimbursement. Do not add mark-ups to the change order bill.
5. The City will not pay for any DRB-related work performed after Contract acceptance.
6. The City will not pay your cost of preparing for and attending a dispute resolution meeting.
7. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by each DRB member, and technical services.

8. DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their preapproved participation in authorized meetings. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the CITY and the CONTRACTOR.

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

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

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

**3-7.2 Precedence of Contract Documents.** To the “WHITEBOOK”:

DELETE Item 1 in its entirety and SUBSTITUE with the following:

1. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. If there is a conflict between any of the Contract Documents and the Municipal Code, the most stringent requirements shall control. The order of precedence, from highest to lowest, shall be as follows:
  - a) Permits (issued by jurisdictional regulatory agencies including environmental documents).
  - b) Change Orders and Supplemental Agreements; whichever occurs last.
  - c) The signed written Agreement.
  - d) Addenda.
  - e) Bid / Proposal.
  - f) Supplemental Special Provisions.
  - g) Project Plans.
  - h) Geotechnical Baseline Report (GBR).
  - i) Standard Drawings.
  - j) “WHITEBOOK” (City Supplement).
  - k) “GREENBOOK” (Standard Specifications for Public Works Construction).
  - l) Reference Specifications.

ADD the following:

6. It is understood that the GBR may contain references to, and discussions of, certain means and methods of dealing with subsurface conditions described therein, which may also be described, detailed or specified in the Drawings

and Specifications. It is the intent that the GBR, and the Drawings and Specifications be complementary. However, notwithstanding anything contained elsewhere in the Contract Documents, in the event of a conflict or inconsistency between the GBR and the Drawings and Specifications, the Drawings and Specifications shall control as outlined above.

**3-8.2 Working Drawings.** To the “WHITEBOOK”, Table 3-8.2:

DELETE the following:

- Item 1 – Sewage Bypass and Pumping Plan
- Item 7 – Prestressed Concrete Construction
- Item 13 – Tunneling Operations
- Item 14 – Microtunneling Submittals

ADD the following:

<b>Item</b>	<b>Section/Drawing</b>	<b>Title</b>	<b>Subject</b>
18	S-1	Structural Deferred Submittals	Seismic Anchorage, Pipe Supports and Anchorage, Precast Vault, Precast Catch Basin, FRP Structures and Connections
19	02 40 00	Abandonment -Recovery Contingency Work Plan	Tunneled Crossing
20	31 41 00	Shoring Plan for Tunneled Crossing	Safety, Microtunneling
21	31 60 00	Safety Plan	Safety, Carrier Pipe Installation,
22	31 60 00	Emergency Response Plan	Safety Carrier Pipe Installation, Microtunneling
23	31 74 28	Low-Density Cellular Concrete Work Plan	Backfill Grouting
24	31 79 13	Submittals, Microtunneling Work Plan and Calculations	Microtunneling

25	31 79 13	Contract Grouting Work Plan	Microtunneling
26	31 79 13	Safety Plan	Safety, Microtunneling
27	31 79 13	Contingency Plan	Microtunneling
28	31 80 00	Monitoring Plan	Geotechnical Instrumentation
39	40 27 00.27	Submittals, Casing Pipe For Tunnel Crossings,	Tunneled Crossing Casing

**3-8.7 Contractor’s Quality Control Plan (QCP).** To the “WHITEBOOK”, ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Sample Contractor’s Daily Quality Control Inspection Report.**

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

5. In preparation of the Contract Documents, the designer has relied upon the following studies and reports of explorations and tests of subsurface conditions at the Work Site:
  - a) Geotechnical Baseline Report for the Alvarado 2<sup>nd</sup> Extension Pipeline SR163 Crossing, dated May 2020 and Addendum to Geotechnical Baseline Report Alvarado 2<sup>nd</sup> Extension Pipeline Crossing dated September 8, 2020 prepared by JACOBS.
  - b) Report of Geotechnical Investigation for Proposed Alvarado 2<sup>nd</sup> Extension Pipeline dated August 31, 2020 (Revised prepared by Helenschmidt Geotechnical, Inc.
  - c) Alvarado 2<sup>nd</sup> Extension Pipeline Project Geotechnical Seismic Hazards and Mitigation Report dated September 8, 2020, prepared by JACOBS
  - d) Corrosivity Assessment and Basis of Design for Corrosion Control dated July 9, 2019 prepared by RF Yeager Engineering
  - e) Environmental Soil Sampling Results and Recommendations for Soil and Groundwater Management and Community Health and Safety Planning dated January 2020, prepared by Kennedy Jenks Consultants
  - f) Biological Technical Report dated June 2021, prepare by HELIX Environmental Planning, Inc.

g) Subsurface Utility Report dated June 25, 2020, prepared by Underground Solutions.

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

[https://drive.google.com/drive/folders/1Z35aevQMeZuu46Tut2kzH5kwsP87aMH?usp=drive\\_link](https://drive.google.com/drive/folders/1Z35aevQMeZuu46Tut2kzH5kwsP87aMH?usp=drive_link)

7. All soil contamination is not known. The potential locations of soil contamination should not be limited to the environmental soil analyses and characterization included in the referenced Technical Memorandum per Item 5 e), above. A difference in soil contamination locations between what is shown in soil boring logs and what is encountered during construction shall not be considered as a basis for Extra Work in accordance with 2-8, "Extra Work".

**ADD:  
3-9.1**

**Geotechnical Baseline Report.**

1. A Geotechnical Baseline Report (GBR) has been prepared to address the planned trenchless crossings.

a) The primary purpose of the (GBR) is to establish a contractual understanding of the geotechnical conditions anticipated to be encountered during construction of the project, specifically the State Route (SR) 163 trenchless crossing. The principal purpose of the GBR is to set baselines for geotechnical conditions and material behavior anticipated to be encountered during construction to provide a basis for bidding and assist in resolution of disputes that may arise over subsurface conditions. Secondly, the GBR:

- i. Presents the geotechnical and construction conditions that formed the basis of design.
- ii. Identifies important considerations, key project constraints, and select requirements that must be addressed by the Contractor during bid preparation and construction.
- iii. Provides information to assist the Contractor in evaluating requirements for excavating and supporting the ground.
- iv. Provides guidance to the Engineer in administering the contract and monitoring Contractor performance.

b) The GBR provides the basis for identifying geotechnical and geologic conditions that qualify as "CHANGED CONDITIONS", as defined in the "GREENBOOK" Section 2-9, for the trenchless crossings. The geotechnical baseline conditions (baseline) contained within the GBR are not necessarily geotechnical fact. The baseline was developed



using judgment to interpolate between borings and extrapolate beyond the boring logs and laboratory test data. The judgment applied in the interpolations and extrapolations reflects the view of the Geotechnical Engineer in describing the baseline. Bidders should use the baseline subsurface conditions and the surface conditions which can be observed during a site visit as the basis for bids. It should be noted that the project design was based on assumed construction methods and levels of workmanship. The behavior of the geologic materials present in the surface and subsurface excavations will be influenced by the Contractor's selected equipment, means, and methods.

- c) Bidders should have a geotechnical engineer or engineering geologist review and explain the information in the GBR to assure a complete understanding of the reported information as a basis for submitting a bid. Additional documents used to develop the GBR are listed in the References section of the GBR.
- d) Risks associated with subsurface conditions consistent with, or less adverse than the baseline conditions are allocated to the Contractor. Those risks associated with subsurface conditions more adverse than the baseline condition are accepted by the City. The provision of a baseline condition in the Contract is not a warranty that the baseline condition will be encountered. The baseline condition is the contractual standard that the City and the Contractor will agree to use when interpreting Article 2-9, CHANGED CONDITIONS.
- e) The City accepts the risks for subsurface conditions that are less favorable than the stated baseline conditions. The City will negotiate with the Contractor for additional compensation to the Contractor if these three conditions exist:
  - i. The actual subsurface conditions encountered are more adverse than the baseline conditions.
  - ii. The Contractor can document that the subsurface conditions are more adverse than those described in the baseline and that the conditions materially and significantly increased the cost and/or time required to complete the work.
  - iii. The Contractor has made diligent efforts to complete the work described in the Contract Documents, including any changes to methods, equipment, labor, and materials made necessary by the adverse conditions.

If all of the foregoing conditions are satisfactorily met, additional compensation and schedule will be negotiated, based on the provisions described in "GREENBOOK" Sections 6-4 DELAYS AND EXTENSION OF TIME and 7-4 PAYMENT FOR EXTRA WORK, as modified by the WHITEBOOK.

- f) The GBR is a Contract Document.

**3-11.2 Project Identification Signs.** To the "WHITEBOOK", ADD the following:

4. The State Revolving Fund requires that the Contractor place (2) temporary signs at least four (4) feet tall by eight (8) feet wide made of three-fourths (3/4) inch thick exterior grade plywood or other approved material in prominent locations approved by the Engineer. The Contractor shall fabricate, properly mount and maintain both signs. The image cast on the sign should be resistant and protected from weathering. The signs should be mounted firmly and securely at the two sites with proper footing and post, as approved by the Resident Engineer. The Contractor is responsible for maintaining the signs in a manner approved by the Resident Engineer and will remove and dispose of upon completion.

**3-12.1 General.** To the "WHITEBOOK", ADD the following:

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
  - a) Every Friday on a weekly basis.
  - b) 1 Working Day prior to each rain event.
  - c) As directed by the Engineer.

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.**

**3-12.8 Dewatering.** To the "WHITEBOOK", Item "2." DELETE in its entirety and SUBSTITUTE with the following:

2. Contractor is responsible for designing his own dewatering system make their own assessment of hydraulic conductivity in his dewatering design. The contractor should not rely on the estimated conductivities as an absolute. They will vary widely from area to area. The indicated groundwater elevation in the geotechnical report is that which existed on the date specified in the data. It shall be your responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation and or hydraulic conductivities between what is shown in soil boring logs or included herein and what is encountered during construction shall not be considered as a basis for Extra Work in accordance with 2-8, "Extra Work". Dewatering operations shall be adequate to stabilize vertical excavations during trenching or cofferdam installation and shall provide for sound soil conditions suitable for subgrade applications for the item being constructed.

### Hydraulic Conductivity Estimates

Description	Hydraulic Conductivity, fps (Note 1)
24-inch and 12-inch Pipelines	$1 \times 10^{-4}$ $1 \times 10^{-7}$ (Note 2)
24-inch Pipeline (I-5 Crossing, In Casing Open-Cut)	
24-inch Pipeline, Napa/Friars Intersection (Trenchless, Existing Casing)	
36- and 48-inch Transmission Main, Napa/Friars	
Description	Hydraulic Conductivity, fps (Note 1)
48-inch Pipeline and 16-inch Pipeline	$1 \times 10^{-5}$ (Note 3)
48-inch Transmission Main (State Route 163 Trenchless Crossing)	$1 \times 10^{-5}$ (Note 3)

**Notes:**

1. Hydraulic conductivity estimates are preliminary only. Hydraulic conductivities are variable and gravels, if encountered, will have much higher hydraulic conductivity.
2. Hydraulic conductivity for sandy soils (sand and silty sands) =  $1 \times 10^{-4}$  fps. Hydraulic conductivity for clays and silts =  $1 \times 10^{-7}$  fps.
3. Hydraulic conductivity for sandier soils near the SR-163 crossing.

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

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

### 3-12.8.8

**Payment.** To the "WHITEBOOK", Item "5." DELETE in its entirety and SUBSTITUTE with the following:

5. The measurement and payment for dewatering non-hazardous contaminated water and non-hazardous, non-contaminated water shall be included within the appropriate lump sum Bid item for "**Dewatering Non-Hazardous Contaminated and Non-Contaminated Water**", by location or pipeline size and shall include furnishing, setting up and removal, and operating all equipment necessary to complete the Work under the following Bid Items.
  - "**Dewatering Non-Hazardous Contaminated and Non-Contaminated Water (12-inch pipeline)**"
  - "**Dewatering Non-Hazardous Contaminated and Non-Contaminated Water (16-inch pipeline)**"
  - "**Dewatering Non-Hazardous Contaminated and Non-Contaminated Water (24-inch pipeline)**"
  - "**Dewatering Non-Hazardous Contaminated and Non-Contaminated Water (48-inch pipeline)**"
  - Construction dewatering for trenchless constructions shall be included within the appropriate Lump Sum Bid Item for "**Trenchless Construction - (by location)**".
  - Construction dewatering for the 536/390 Pressure Reducing Station shall be included within the appropriate "**536/390 Pressure Reducing Station**" Bid Item.

### 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 Sea World Dr, Friars Rd, Fashion Valley Rd, Riverwalk Dr, Hazard Center Dr and Frazee Rd. See **Appendix F - Adjacent Project Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Beautification of Traffic Island Group 1, Bryan Salguero, [bsalguero@sandiego.gov](mailto:bsalguero@sandiego.gov)
  - b) Riverwalk Development, Pete Shearer, [Pete.Shearer@hines.com](mailto:Pete.Shearer@hines.com)  
Russell Josue, [russell@projectdesign.com](mailto:russell@projectdesign.com)  
Supervising Engineer: Bill Swallow, [Wswallow@sandiego.gov](mailto:Wswallow@sandiego.gov)  
Resident Engineer: Jonathan Trujillo, [jonathant@sandiego.gov](mailto:jonathant@sandiego.gov)
  - c) PWP Morena Wastewater Pump Station, Juan Elli Bermudo, [jbermudo@sandiego.gov](mailto:jbermudo@sandiego.gov)
  - d) PWP Morena Conveyance, Juan Elli Bermudo, [jbermudo@sandiego.gov](mailto:jbermudo@sandiego.gov)
  - e) Morena Pipeline, Meriam Chihwaro, [mchihwaro@sandiego.gov](mailto:mchihwaro@sandiego.gov)

- f) Morena Improv 2 (w), Ronal Famorcan, [rfamorcan@sandiego.gov](mailto:rfamorcan@sandiego.gov)
- g) Mission Valley West Improv 1 (w), Roberto Vejar-Parra, [rvejarparra@sandiego.gov](mailto:rvejarparra@sandiego.gov)
- h) Kearny Mesa Trunk Sewer, Sara McMullen, [ssmcmullen@sandiego.gov](mailto:ssmcmullen@sandiego.gov)
- i) Civita Creekside, Lin Keiser-Hua, [lkieserhua@sandiego.gov](mailto:lkieserhua@sandiego.gov)

**SECTION 4 - CONTROL OF MATERIALS**

**ADD:  
4-1.1**

**American Iron and Steel (AIS).**

1. The Consolidated Appropriations Act, 2014, includes an “American Iron and Steel (AIS)” requirement in section 436 that requires this project, funded via the Drinking Water State Revolving Loan Fund (DWSRF) to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system.
2. You acknowledge to and for the benefit of the City of San Diego and the State Water Resource Control Board that you understand the Work under this Contract is being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used for construction to be produced in the United States including iron and steel products to be provided by you. You hereby warrant to and for the benefit of the City and the State that:
  - a) You have reviewed and understand the American Iron and Steel Requirement,
  - b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement with required certification (for sample certification letters, refer to **Appendix Q – Sample Certification Letter for (AIS) Implementation**), unless a waiver of the requirement is approved, and;
  - c) You will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State.
3. The additional information below is being provided for reference and guidance to ensure that you comply with all requirements set forth by the DWSRF Loans:
  - a) Refer to the following EPA website:  
<http://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

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

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

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

**4-3.3 Inspection of Items Not Locally Produced.** To the "WHITEBOOK", DELETE Item "4" in its entirety and SUBSTITUTE with the following:

- 4. Manufacturing plants must be in the USA, per Section 4-1.1.

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

- 2. The specialty inspections required are listed as follows:
  - a) Welding Inspection

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

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

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

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4 INSURANCE.**

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

**5-4.1 Policies and Procedures.**

- 1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to

persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

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

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

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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

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

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

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

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

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

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

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



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

**5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.**

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

**5-4.2.7 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

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

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

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

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

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

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

## **5-4.5 Policy Endorsements.**

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

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

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

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

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

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

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

### **5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

**5-4.5.3.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

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

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

**5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**5-4.5.4.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

**5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

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

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

**5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

**5-7.8 Steel Plate Covers**

**5-7.8.3 Installation.** To the "GREENBOOK", DELETE item b) in its entirety and SUBSTITUTE with the following:

- b) Steel plate covers shall be installed with butyl rubber and in such a manner as to minimize noise creation when driven over, and

**ADD:**

**5-10.3.2 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 recipients:

Jaime Ramos, Senior Engineer, [jramosbanuel@sandiego.gov](mailto:jramosbanuel@sandiego.gov)

Jericho Gallardo, Project Manager, [jgallardo@sandiego.gov](mailto:jgallardo@sandiego.gov)

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

### 6-1.1 Construction Schedule. To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. The **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”.
5. Baseline construction schedule submitted at the Pre-Construction meeting shall clearly show the earliest late start for commencing the work within temporary construction easement areas to complete the work within the Contract Time.

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

3. The Contractor shall phase trench resurfacing operations to be completed in segments after each segment of water main completion. Construction phases for trench resurfacing shall include, but is not limited to, the following work activities:
  - a) Water main segment completion and acceptance by the City, including weekly trench base paving and street patching operations, 30 Working days after water main segment acceptance for required for pavement restoration per SDG-105, SDG-107 and SDG-108 - including temporary striping work, cross gutters, curb ramps, sidewalk panels, and fire hydrant pads.
4. The Contractor shall complete water main replacement in front of Riverwalk development first and prior to starting work on other segments of water main replacement. Refer to drawings C-60 through C-66 (**40630-70-D** through **40630-76-D**)

### 6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
  - a) Beach Area Construction Moratorium (Memorial Day through Labor Day, inclusive): Any work along Sea World Drive is subject to the Beach Moratorium.
  - b) Holiday Moratorium (Thanksgiving Day through New Year’s Day, inclusive): Any Work East of, and including, Fashion Valley Rd is subject to the Holiday Moratorium.

5. No construction activities will occur around or within Fashion Valley Mall (Friars Rd between Fashion Valley Rd and Ulric St, Fashion Valley Rd between Friars Rd and Riverwalk Dr, and Riverwalk Dr between Fashion Valley Rd and SR-163) during these periods:
  - A. Valentine’s Day
  - B. Mother’s Day
  - C. Memorial Day
  - D. Labor Day

**ADD:  
6-2.2**

**Work Restrictions.** The Stations listed below are in reference to the Alvarado 2<sup>nd</sup> Extension Pipeline Drawings 40630-D.

3. Trenchless Construction (Napa/Friars Intersection): At the end of the work shift, the site shall be cleared of all equipment. Traffic rated shaft plates, designed for H-20 loading, shall be placed over both the launch and receiving shafts, such that the road can be opened to through traffic during the day.
4. Contractor shall ensure access to all properties along the alignment during their hours of operations.
5. Work proposed within easements at locations summarized below shall not commence until the Contractor has obtained approval from the Resident Engineer.
  - Fashion Valley Mall. LLC (Parcel 5, Map 17795, APN 437-291-29): 48-inch pipeline: STA 90+5315 to 998+027+65, from the edge of the Temporary Construction Area (TCA) to the edge of the Permanent Water Easement, all construction work is to remain within the temporary construction area and permanent easement.
  - Fashion Valley Mall. LLC (Parcel 5, Map 17795, APN 437-291-29): 48-inch pipeline: STA 116+00 to 119+72, from the edge of the TCA to the edge of the Permanent Water Easement, all construction work is to remain within the temporary construction area and permanent easement.
  - Quarry Falls (Civita) (Lot c, Map 15878, APN 677-420-08-00): 48-inch pipeline - STA 174+50 to 178+00, from the edge of the TCA to the edge of the Permanent Water Easement, all construction work is to remain within the temporary construction area and permanent easement.
  - San Diego Police Department (SDPD) Western Division. (APN 436-520-06): 16-inch pipeline, 24-inch pipeline, 36-inch pipeline, 48-inch pipeline (set-aside easement), all construction work is to remain within

the set-aside easement. Contractor shall coordinate with SDPD regarding closures and traffic control along Napa St and Police Station. Contractor shall coordinate schedule and water connection points with the Morena Pipeline Project.

6. Do not work in the following easement locations in the calendar months of October, November and December
  - Fashion Valley Mall. LLC (Parcel 5, Map 17795, APN 437-291-29): 48-inch pipeline: STA 90+5315 to 998+027+65, from the edge of the Temporary Construction Area (TCA) to the edge of the Permanent Water Easement.
  - Fashion Valley Mall. LLC (Parcel 5, Map 17795, APN 437-291-29): 48-inch pipeline: STA 116+00 to 119+72, from the edge of the TCA to the edge of the Permanent Water Easement.
7. **Special Status Species and Noise Restrictions:** No clearing, grubbing, or other construction activities shall occur within 500 feet of coastal sage scrub during the coastal California gnatcatcher breeding season (March 1 through August 15) or riparian habitat during the least Bell's vireo breeding season (March 15 through September 15). If activities must occur within 500 feet of coastal sage scrub and/or riparian habitat during the gnatcatcher and vireo breeding seasons, the following requirements detailed in avoidance and minimization BIO-2 in the Biological Technical Report (dated July 2020) shall be implemented. Suitable coastal sage scrub and riparian habitat occurs within 500 feet of the proposed project between Stations 63 and 78 (southwest of the Sea World Drive and Friars Road intersection), Stations 91 and 100 (Pacific Coast Highway east to Mission Valley YMCA), Station 90 to 130 (Fashion Valley Road east to Hazard Center Drive), and Stations 205 and 217 (Qualcomm Way east to Interstate 805).

**6-2.2.1 Payment.**

1. The payment for complying with the work restrictions shall be included in the Contract Price. Contractor shall not be entitled to any additional costs for repeated mobilization to continue the Work during the work restriction periods.

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

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



ADD the following:

5. Contractor shall expedite work on private properties to the extent possible.
6. Contractor shall coordinate Work such that impacts to parking at the Police Department and Fashion Valley Mall shall be minimized.

**ADD:  
6-6.1.1**

**Environmental Document.**

1. The City of San Diego has prepared an **Addendum to Mitigated Negative Declaration** for **Alvarado 2<sup>nd</sup> Pipeline Extension**, Project No. **662953**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Declaration** as set forth in **Appendix A**.
2. The City of San Diego has prepared a **Notice of Determination** for **Bicycle Master Plan Update (Alvarado 2nd Pipeline Extension)**, Project No. **290781**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Determination** as set forth in **Appendix A**.
3. The City of San Diego has prepared an **Environmental Impact Report (EIR)** for **Bicycle Master Plan Update (Alvarado 2nd Extension Pipeline Bikeway Improvements ("Alvarado 2nd Extension Pipeline"))**, Project No. **290781**, SCH No. **2012061075**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Environmental Impact Report (EIR)** as set forth in **Appendix A**.

For the above specified Environmental Document, refer to the following link:

<https://drive.google.com/drive/folders/1o1lahxhzlj8I798pSkMZhgsyoawS0KP>

4. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-6.2.1**

**Archaeological and Native American Monitoring Program.** To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified Archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

**6-9**

**LIQUIDATED DAMAGES.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the

damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

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

**SECTION 7 – MEASUREMENT AND PAYMENT**

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

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

**7-3.9**

**Field Orders.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9  
FIELD ORDER LIMITS**

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

**7-3.11**

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

5. This Contract **is** subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2**

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

2. Provide a Class "A" Field Office.

**ADD:**

**8-2.5**

**Owner's Representative Field Office.**

**A. General:**

1. Provide an Owner's Representative Field Office.
2. Separate from Contractor's field office, Contractor shall provide field offices, equipment, services and utilities specified herein for the Owner's Representative and the Engineer at the project site. Alternatives to the modular trailer configuration and criteria described herein may be proposed by the Contractor, provided that the alternatives meet the requirements outlined below. Alternatives will need to be reviewed and approved by the Owner's Representative. Potential alternatives include commercial or industrial office space.
3. Unless released earlier by the Owner's Representative in writing, said field office(s) shall be maintained in full operation at the site with all utilities connected and operable until the Notice of Completion has been executed or recorded. Upon execution or recordation of the

Notice of Completion, or upon early release of the field office(s) by the Owner's Representative, the Contractor shall remove the field office(s) within 14 days from said date and shall restore the site occupied by said field office(s).

**B. Office Facilities.**

1. General: The Contractor shall provide all necessary electrical utility service connection and trailer wiring, plumbing with hot and cold water, toilet and lavatory fixtures, air conditioning and heating equipment, and shall furnish all necessary light, heat, water, and janitorial services in connection with all field offices specified herein, for the duration of the Work.
2. Field office: The Contractor shall provide and maintain for the exclusive use of the Owner's Representative and the Engineer one separate, well lighted, field office trailer with the following:
  - a. The area of said field office shall not be less than 2880 (48'x60') square feet, including toilet facilities. The Contractor shall provide all furnishings, services, and equipment specified herein.
  - b. The office shall have a minimum of four outside doors with security locks and 10 keys provided. Lockable exterior door bars shall be provided. Railed landings and railed stairs shall be provided at each door. An 8-foot full trailer width deck at the main entrance of the trailer shall be provided with rails and ADA compliant handicap access ramp.
  - c. Trailer shall have a minimum of fifteen exterior windows. Windows shall be equipped with security guard screens and interior blinds.
  - d. Contractor shall provide a sign on the main entrance door reading Construction Manager, letter height 4 inches minimum.
  - e. The field office trailer will have a minimum of 6 offices (to be confirmed via approved floor plan submittal), two toilet rooms, one 15' x 48' conference room and a common area with sink and counter space and electrical outlets.
  - f. A minimum of four (4) 110-v ac duplex electric convenience outlets shall be provided in each individual office and four (4) in the conference room. Additional duplex outlets shall be evenly distributed around the common area. Each desk location shall have at least one duplex outlet. The electric distribution panel(s) shall be of sufficient size to provide

uninterrupted service. Should sizing of panels be found inadequate Contractor shall, at no additional cost, increase the circuits and wiring to provide uninterrupted service. A dedicated 20-amp circuit shall be provided for the copy machine.

- g. Three Ethernet outlets shall be provided in each office and shall be spaced throughout the common area and the conference room. Contractor shall provide all Ethernet cabling.
- h. Contractor shall provide a preliminary layout of the field office trailer for approval by the Owner's Representative prior to fabrication of the trailer.

**C. Field Office Furnishings:**

- 1. The Contractor shall provide the following listed items in new condition or as approved by the Owner's Representative for the field office:
  - a. 15 each - Standard 30 x 60-inch desks
  - b. 1 each - Plan table 36 x 72-inch top; 36-inches high
  - c. 15 each -File cabinets, legal size, 4-5 drawer, with suspension racks
  - d. 30 each - Office chairs, standard arm rest type, adjustable, swivel, tilt-back with casters.
  - e. 15 each - Waste baskets.
  - f. Clothes Rack: Two
  - g. 1 each -Reverse osmosis/cartridge filter water dispenser unit (supplying both hot and cold water) with continuous supply of paper cups.
  - h. 12 each - Book case, 30 x 72 x 12 inches
  - i. 18 each - Stackable chairs, cushion type
  - j. 15 each - Conference tables, 30" x 60"
  - k. 1 each - First aid kit.
  - l. 4 each - Fire extinguishers,
  - m. 4 each - Marker board, 2'x 4'
  - n. 3 each -Marker board, 4'x 8'
  - o. Provide and install 55-inch Samsung Smart TV or approved equal

- p. 1 each -Refrigerator/freezer, 21.7 cu ft minimum capacity
- q. 1 each -Microwave oven
- r. 1 each - Office copy machine. The copy machine shall be a Xerox VersaLink Model C7120 or approved equal with the two tray option and the Integrated Office Finisher or equal with full maintenance support. Toner shall also be provided with two spare toner cartridges with the copier at all times. The Contractor shall set up the copy machine so that it can perform its full range of features such as copy, print, scan, e-mail, and send/receive fax. The Contractor shall obtain and pay for a service contract with a local representative of the dealer or manufacturer for on-site service and repair within 24 hours.

**D. Field Office Services:**

- 1. The field office shall be provided with sufficient lighting to provide not less than 60-foot-candles at desk top height. Lighting shall be provided over the entrance doors.
- 2. Plumbing shall be connected to the sanitary sewer. A continuous supply of toilet paper and paper towels shall be furnished.
- 3. Two (2) times a week (Tuesday and Thursday) janitorial services shall be performed after working hours each day. Offices shall be swept, dusted, waste receptacles emptied, and all debris properly disposed of. Toilet facilities shall be sanitized and cleaned. Supplies shall be replenished, as required, of paper towels, paper cups, hand soap, toilet paper, and first-aid kit.
- 4. Provide and Install Electrical power service. Monthly power bill shall be paid by the Contractor.

**E. Contractor shall pay for all permits and connection fees associated with the trailer installation.**

**F. Execution:**

- 1. Make available for Construction Manager's use prior to start of the Work at Site or within 30 Days of the Notice to Proceed, whichever comes first. Field Office shall remain on Site through Notice of Completion. Contractor shall also demobilize trailer facilities.
- 2. Provide minimum 100 square feet of gravel or crushed rock base, minimum depth of 4 inches, at each entrance. Provide gravel or crushed rock base, minimum depth of 4-inches, for parking area suitable for fifteen vehicles.
- 3. Locate where directed by Construction Manager; level, block, tie down (seismic restraint), skirt, provide stairways, ADA accessible ramp, 8-foot-wide decking at entrance for the entire width of the trailer and

relocate when necessary and approved. Construct on proper foundations, and provide proper surface drainage and connections for utility services.

4. Raise grade under field office, as necessary, to elevation adequate to avoid flooding.
5. Provide sanitary facilities in compliance with state and local health authorities.
6. Exterior Door Keys: Furnish two sets of keys.
7. Telephone:
  - a) Provide and install Voice over Internet Protocol (VOIP) phones for the number of incoming lines equal to that specified.
  - b) Provide and install appropriate jacks; locate as directed by Construction Manager.
8. Computer:
  - a) Provide and install four HP Inspiron Desktop Model #I3470-3903BLK-PUS with 24-inch Dell Monitors Model #S2419NX or approved equal, including required connecting cables and plugs.
  - b) Provide four Microsoft Surface Pro Fours with docking station.
9. Local Area Network (LAN):
  - a) Provide Ethernet network prewired in compliance with EIA/TIA 568B.
  - b) LAN shall be designed and installed by personnel experienced in similar LAN systems.
10. Telecommunications:
  - a. Site/Room Requirements:
    - 1) Provide and install a 4' × 4' × ¾" fire-rated plywood backboard.
    - 2) Provide and install a 120V AC dedicated outlet on a dedicated 15Amp circuit breaker. Single standard 3 prong 120V AC, 15Amp dedicated receptacle. Within 5' of equipment mount.
    - 3) Provide and install new #6 ground wire bonded to an MGN (except in CA) or UFER Ground terminated to a grounding bus bar 2" Sleeve(s).

- 4) Backboard shall be mounted to wall with proper drywall anchors and not just screws.
  - 5) Active equipment shall not be installed within 3' of electrical panels.
  - 6) Active equipment shall not be installed within 3' of water sources (sinks, wash basins).
  - 7) All equipment shall be installed in accordance with all ADA code (leaving 36" open fare way).
  - 8) Provide and install two (2), 5-15P outlets on 120-volt,15-amp circuits. Within three feet of the network racks.
  - 9) Provide and install all labor, materials and equipment to connect to the City's SANNET fiber network.
- b. Network Cabling Requirements:
- 1) Provide and install fourteen (14) network wall plates with two (2) data jacks per wall plate for a total twenty-eight (28) data jacks.
  - 2) All data jacks shall be clearly and professionally labeled with matching labels at the face-plate and at the patch panel. Naming convention shall be based upon the matrix attached. Handwritten labels are not acceptable.
  - 3) All data jacks shall be home runs from the face-plate to a Category 6 patch panel to the nearest IDF.
  - 4) Cabling between the wall jack to the patch panel shall be plenum rated cable where required by code. The Category 6 cables shall be "Blue" in color. Use T568A wiring pattern terminating into Keystone Jack, Category 6, 110 type, 90 degree at the wall jack. The wall jack shall match the color of the face-plate.
  - 5) The cabling between the wall plate and the patch panel, the cabling will terminate into the patch panel using a T568A wiring pattern into a Keystone Jack, Category 6, 110 type, 90 degree at the patch panel. The keystone shall match the color of the patch panel.
  - 6) All data jacks shall be tested and certified. The vendor will provide a complete testing report for all data jacks.
  - 7) Install one (1), 48-port Category 6 Patch Panel. Each patch panel will be a 2U, 48-port Category 6 Patch Panel.



- 8) Install a Wall mounted cabinet. Rack Size - 19". Height (Rack Units) - 12U. Dimensions (WxDxH) - 25.1 in x 23.6 in x 17.7 in.
- c. Network a printer of quality and capabilities equal, or similar, to the following with contracted for immediate site services:
    - 1) Sharp MX 4070V B&W and Color Networked capable of 11X17 printing and network accessible, or
    - 2) Multi-Function Device (MFD): Provide a Konica Minolta BizHub C350 or C351 capable of color printing, 11X17 printing, scan to email and fax capabilities.
  - d. The contractor shall provide an Internet, T1 line or greater. The internet circuit shall be provided for the duration of the project to the CM with an Ethernet handoff. Provide a public routable IP address scheme with a subnet mask of /29 for routable addresses. The Contractor shall provide LAN Line telephone service and voicemail and will perform maintenance including move, add, and changes for the duration of the project. Each network component and UPS device will carry the stated maintenance types until thirty (30) days after Final Acceptance. Contractor also shall provide wired/wireless router.
  - e. Contractor shall provide all consumable supplies necessary for complete operation of the equipment specified under this section shall be furnished by Contractor until thirty (30) days after Final Acceptance. These supplies include, but are not limited to, ink and toner cartridges, plain paper, first-aid supplies, and fire extinguishers and certifications.
  - f. Provide appropriate jacks, wiring, and equipment required for a complete telecommunications system.
  - g. Arrange and provide for telecommunication service for use during construction. Pay costs of installation, maintenance, and monthly service of internet connection.
  - h. Maintain in good repair and appearance, and provide weekly cleaning service and replenishment, as required, of paper towels, paper cups, hand soap, toilet paper, first-aid kit supplies, and bottled water.

## SECTION 206 – MISCELLANEOUS METAL ITEMS

**ADD:  
206-8**

### **LADDER SAFETY POST.**

Manufacturer: Bilco, Co.; or equal.

Furnish and install where indicated on plans as “ladder up safety and extension assist” an aluminum ladder safety post. The ladder safety post shall be pre-assembled from the manufacturer.

Performance characteristics:

- a) Tubular post shall lock automatically when fully extended.
- b) Safety post shall have controlled upward and downward movement.
- c) Release lever shall disengage the post to allow it to be returned to its lowered position.
- d) Post shall have adjustable mounting brackets to fit ladder rung spacing up to 14” on center and clamp brackets to accommodate ladder rungs up to 1-3/4” in diameter.

Post: Shall be manufactured of high strength square tubing. A pull up loop shall be provided at the upper end of the post to facilitate raising the post.

Material of construction: Shall be aluminum.

Balancing spring: A stainless steel spring balancing mechanism shall be provided to provide smooth, easy, controlled operation when raising and lowering the safety post.

Hardware: All mounting hardware shall be Type 316 stainless steel.

Finishes: Factory finish shall be mill finish aluminum.

## SECTION 209 – PRESSURE PIPE

**209-1.1.1 General.** To the “GREENBOOK”, ADD the following:

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

**209-2.1 General.** To the “GREENBOOK”, ADD the Following:

**ACCEPTABLE PIPE MATERIALS FOR THIS PROJECT.** WELDED STEEL PIPE (WS) AWWA C200, SPIRAL-SEAM OR STRAIGHT-SEAM AND AWWA M-11 WITH FIELD WELDED JOINTS:

The manufacturer shall furnish a sworn statement that the inspection and all specified tests have been made and the results thereof comply with the requirements of the specified AWWA standards. Drawings and design calculations of the pipe shall be

submitted to the Engineer of Work, City Resident Engineer and Inspection Lab for approval. Pipe shall be of the type described below to the minimum size shown and minimum pressure rating as indicated in these specifications or as shown on the drawings. The size shown shall mean the clear inside dimension measured to the lining for pipes 24-inches in diameter and over. Pipes less than 24-inches in diameter can be mill spec pipe, with the outside diameter of the steel wall per Iron Pipe size. Pipe class shown on the plans is the pressure in psi measured by the distance between the pipe centerline and the operating hydraulic gradient.

Welded steel pipe, fittings and specials shall conform to AWWA C200, "Standard for Steel Water Pipe 6-inches and Larger", and shall be cement mortar lined in conformance with AWWA C205, "Standard for Cement Mortar Protective Lining and Coating for Steel Water Pipe, 4-inches and Larger - Shop Applied", and coated in conformance with AWWA C214, "Tape Coating Systems for the Exterior of Steel Water Pipelines" and AWWA C209, "Tape Coating Systems for the Exterior of Steel Water Pipelines" and AWWA C209, "Cold Applied Tape Coatings for Exterior of Special Sections, Connections and Fittings for Steel Water Pipelines," And as amended in these specifications.

Steel pipe shall be as follows:

**TABLE 209-2.1.1**

<b>Diameter</b>	<b>Installation</b>	<b>Minimum Thickness</b>	<b>Lining and Coating</b>
12-inch	Above Grade/ Exposed, Class 200 or Class 250	Pipe- ¼-inch Specials-¼-inch Fittings-¼-inch	Epoxy lined and coated per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy.
	Buried, Class 200 or Class 250	Pipe- ¼-inch Specials-¼-inch Fittings-¼-inch	Epoxy lined per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy. Pipe shall be tape and cement mortar coated per this provision.
<b>Diameter</b>	<b>Installation</b>	<b>Minimum Thickness</b>	<b>Lining and Coating</b>
16-inch	Above Grade/ Exposed, Class 200 or Class 250	Pipe- ¼-inch Specials-¼-inch Fittings-¼-inch	Epoxy lined and coated per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy.
	Buried, Class 200 or Class 250	Pipe- ¼-inch Specials-¼-inch Fittings-¼-inch	Epoxy lined per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy. Pipe shall be tape and cement mortar coated per this provision.
24-inch	Above Grade/ Exposed, Class 200 or Class 250	Pipe- ¼-inch Specials-¼-inch Fittings-¼-inch	Epoxy lined and coated per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy.

	Buried, Class 200 or Class 250	Pipe- ¼-inch Specials- 5/32-inch Fittings- 5/32-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.
36-inch	Buried, Class 250	Pipe- 9/32-inch Specials- 9/32-inch Fittings- 9/32-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.
48-inch	Buried, Class 250	Pipe-3/8-inch Specials-3/8-inch Fittings-3/8-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.

Field testing of epoxy coating will be performed by the City or its duly Authorized Agent.

**TABLE 2.1.2**

Test Requirement	Reference Standard	Interval / Frequency
Holiday Detection	NACE SPO 188	After coating system has properly cured. Once on entire surface and as necessary over repaired areas to verify effectiveness of the repair(s).
Dry Film Thickness	SSPC-PA 2, Level 1	After coating has properly cured. Dry Film Thickness on the inside shall be tested as reasonably accessible.
Adhesion Testing	ASTM D 4541	After coating system has properly cured. Number of tests proportionate to surface area.

**209-2.2.1 Materials.** To the "GREENBOOK", Section 209-2.2.1 Materials, DELETE Table 209-2.2.1 in its entirety and SUBSTITUTE with the following:

Item	Material	Reference Specifications/Requirements
Pipe	Manufacturing Standards	Butt or offset-butt electrically welded straight or spiral-seam steel cylinders, shop fabricated from coil or plates and conforming to AWWA C200 for pipe 6" (150 mm) and larger.
		4" (100 mm) pipe when required shall conform to the requirements of AWWA C200.
	Design Standards	Pipe and fitting wall thickness shall be selected that which meets the most severe requirements of inside pressure and outside loading considered separately. Design shall limit deflection under selected installation method in accordance with AWWA M-11. Deflection shall be computed by using the modified Iowa formula developed by

	Spangler in accordance with AWWA M-11. The cement mortar overcoat specified for the dielectric tape coated steel pipe shall not be included in the calculations for pipe deflection. If pipe deflection exceeds that allowed by AWWA M-11, the pipe manufacturer shall increase steel cylinder wall thickness in order that the pipe deflection is less than the allowable deflection. For cement mortar lined and coated steel pipe manufactured in accordance with AWWA C200 and C205, the mortar coating may be included in the calculations for pipe deflection.
NSF Certification	NSF 61 certification required for potable water pipe.
Material	Steel plates or sheets used in the manufacture of fabricated steel pipe shall comply with Table 1 in AWWA C200, with minimum yield point strength of 33,000 psi. Steel to be fully killed and made to a fine grain practice. Design stress shall not exceed 16,500 psi.
Size	Size shall be as shown on the Plans.
	Fabricated steel pipe shall be a minimum net inside diameter, after application of the interior protective lining, equal to the nominal diameter of the pipe shown on the Plans or in the Special Provisions, with a permissible tolerance of minus 3 mm (1/8 inch).
Minimum Wall Thickness	Where the Plans do not show thickness, submit design and supporting calculations prepared by the manufacturer in accordance with AWWA M11 using a maximum design working stress of 1/2 the yield stress for the grade of steel used in pipe fabrication. Compute wall thickness using pressure equal to 150 psi (1.0 MPa) or the design pressure shown on the Plans, whichever is greater.
	No pipe 4" (100 mm) and larger outside buildings or vaults shall have a wall thickness less than 14-gauge (1.9 mm).
	No pipe 4" (100 mm) and larger inside buildings or vaults shall have a wall thickness less than 3/8" (9.5 mm).

	<p>Markings</p>	<p>Mark each special and each length of straight pipe at bell end to identify:</p> <ul style="list-style-type: none"> <li>• Manufacturer's name or mark</li> <li>• Type of steel</li> <li>• Design pressure</li> <li>• Diameter and weight of pipe or special</li> <li>• Proper location of pipe or special by reference to layout schedule</li> </ul>
	<p>Lengths</p>	<p>Unless otherwise specified, fabricated steel pipe shall be manufactured in lengths to fit the pipeline alignment shown on the Plans, subject to a maximum pipe length of 40 feet (12 m).</p> <p>Shorter lengths may be used to facilitate curves or fit horizontal or vertical alignment.</p> <p>Conform to AWWA C205 and AWWA C602 using Type II/V cement.</p>
<p>Lining and Exterior Coating</p>	<p>Cement Mortar Interior Lining and Exterior Coating</p>	<p>Trim lining as necessary to allow full operation of butterfly or check valves at connections to the steel pipe.</p> <p>Line exposed portions of pipe interior with hand-applied epoxy conforming to 212-12. 3/4" (19 mm) minimum coating thickness unless otherwise shown or soil is identified as corrosive.</p> <p>Trim coating 6" to 12" (150 mm to 300 mm) above grade on spools penetrating to daylight or vault interiors.</p> <p>Apply a 3/4 inch minimum thickness cement mortar coating over the tape wrap in accordance with AWWA C205.</p>
	<p>Cold-Applied Tape Exterior Coatings</p>	<p>Conform to AWWA C209 for exterior of specials, connections, and fittings. Conform to AWWA C214 for steel pipeline exteriors.</p> <p>Except as described below, the tape coating system for straight line pipe shall be in accordance with AWWA C214, "Tape Coating Systems for the Exterior of Steel Water Pipelines", the system shall consist of four layers consisting of the following:</p> <ol style="list-style-type: none"> <li>1. Prime Layer</li> <li>2. Inner layer tape – corrosion protective tape (20 mils) with black exterior.</li> <li>3. Outer layer tape – mechanical protective tape (30 mils) with grey exterior.</li> </ol>

		<p>4. Outer layer tape – mechanical protective type (30 mils) with white exterior.</p>
		<p>The total thickness of the tape coating shall be at least 80 mils. The coated pipe shall be tested and inspected in accordance with AWWA C214. Certified reports of the testing and inspection shall be submitted to the Engineer. The Contractor and/or manufacturer shall submit a list of the tape coating materials to be used which indicates manufacturer, product numbers and manufacturer recommended thickness of material. For each material, technical data sheets shall be submitted which indicated technical and performance information per AWWA C214 and shall provide information that verifies that the material supplied conforms with the appropriate tables in AWWA C214.</p>
		<p>Coating repair in the shop shall be in accordance with AWWA C214, and coating repair in the field shall be in accordance with AWWA C209.</p>
		<p>The required cut back for welded pipe ends shall be such that the tape shall not be damaged during the welding process. The minimum hold back shall be three (3) inches for the tape and six (6) inches for the mortar. The cut back dimension shall be shown on the pipe shop drawings.</p>
	<p>Cold-Applied Tape Exterior Coatings</p>	<p>All field welded joints shall be tape coated and cement mortar coated in accordance with AWWA C209 and AWWA C205. The total thickness of the field tape wrapping shall be at least 80 mils. The field applied tape wrapping shall have a minimum of 3 inches of overlap over the factory applied tape coating, and even if greater than 3 inches of overlap is obtained, the field applied tape wrapping shall extend from the cement mortar overcoat holdback on one side of the joint up to the cement mortar holdback on the other side of the joint. The inspector shall visually inspect that all joints are taped, and cement mortar coated on the outside and hand pointed mortared at the joints on the inside of the pipe.</p>

	<p>Coating repair for fittings and specials shall be in accordance with the procedure described above for straight line pipe.</p> <p>Flanged fittings shall be factory coated in accordance with AWWA C214 and C209. The holdback from the flange shall be zero (0) inches for both the tape and mortar. All flanges shall come with the standard manufacturer's coating and this shall be shown on the shop drawings. The flange and connecting valve or appurtenance shall be wax coated in accordance with AWWA C217 "Petrolatum and Petroleum Wax Tape Coatings for the Exterior of Connections and Fittings for Steel Water Pipelines." The field applied tap shall overlap the shop applied tape by at least three (3) inches. Field-applied mortar coating shall be applied after the flange connection and taping is complete. All tape dimensions, properties, and thickness shall be in accordance with AWWA C217.</p>
Cold-Applied Tape Exterior Coatings	<p>All mainline outlets for appurtenances shall be factory lined and coated as specified for the main steel pipeline. The minimum hold back from the flange shall be zero (0) inches for both the tape and the mortar. The flange shall be factory primed and tape wrapped in the field.</p> <p>All buried appurtenances, flanges, bolts, etc. shall also be coated in accordance with AWWA C217.</p>
Liquid Epoxy Interior Lining and Exterior Coating of Above- Ground Pipe	Conform to AWWA C210 and 212-12.
Fusion-Bonded Epoxy Interior Lining and Exterior Coating of Above-Ground Pipe	Conform to AWWA C213 and 212-12.
Extruded Polyolefin Exterior Coatings	<p>Conform to AWWA C215 for extruded coatings.</p> <p>Conform to AWWA C216 for heat-shrinkable cross-linked coatings.</p>
Field Lining at Cement-Mortar Lined Joints	All cement to be used shall be Type II low alkali Portland cement conforming to ASTM C150.



		<p>The material to be used for cement mortar lining and coating of field welded pipe joints shall be as follows: for cement mortar lining – Jet Set Complete Repair, or approved equal, for cement mortar coating – the product used must comply with AWWA C-205.</p>
		<p>The cement mortar lining placed after the joints are welded shall be inspected by the City. An inspection report shall be prepared to document the condition of the interior mortar joints. The report shall be submitted to the Resident Engineer for approval prior to final acceptance of the pipeline.</p>
		<p>After the completion of the inspection of the cement mortar lining, the Contractor shall have a third party perform a video inspection of the pipeline. The Contractor shall provide the Project Manager written notification as to when the pipeline will be ready for the video inspection. After the City receives the written notification, the Contractor shall have a third party perform the video inspection in accordance with applicable portions of Section 306-18 Video Inspection and submit the video inspection in accordance with Section 306-18.5. After the City receives the video inspection submittal, they will have one week to review video inspection and identify any deficiencies. After the one-week review period, the Contractor shall proceed with the next phase of the pipeline work, unless notified otherwise.</p>
	Field Lining at Tape Coated Steel Pipe Joints	All field welded joints shall be tape coated and cement mortar coated in accordance with AWWA C209 and AWWA C205.
Joins	Bell-and-Spigot Ends with Rubber Gaskets	Conform to AWWA C200 Section 4.13. Design for maximum interior pipe lining gap joint of 1/2" (12.5 mm) after joint assembly, measured from ends of lining of pipe sections being joined.
	Ends Prepared for Mechanical-Coupled Field Joints	Conform to AWWA C200 Section 4.13. Square cut or beveled with no burrs. Outside surfaces where coupling seats shall be free of indentations, projections, or roll marks to ensure watertight seal. Pipe ends shall have

		tolerances within limits required by mechanical coupling manufacturer.
	Lap Joints for Field Welding	Conform to AWWA C200 Section 4.13. Design for maximum interior pipe lining gap joint of 1/2" (12.5 mm) after joint assembly, measured from ends of interior lining of pipe sections being joined.
	Plain Ends with Butt Straps for Field Welding	Conform to AWWA C200 Section 4.13. Design for maximum interior pipe lining gap joint of 1/2" (12.5 mm) after joint assembly, measured from ends of interior lining of pipe sections being joined. For pipe less than 24" (600 mm) nominal diameter, furnish butt straps with a 4" (100 mm) diameter hand hole, complete with screwed cap or plug, suitable for use in "pointing" the interior joint lining after field installation of the joint.
	Flanged Joint	Conform to AWWA C207. Faced and dimensioned in accordance with ASME/ANSI B16.5 for the pressure class shown on the Plans or specified in the Special Provisions.
Bell Joint Gaskets	Material	Conform to AWWA C300 Section 4.4.11 and 4.5.4. Vulcanized styrene butadiene rubber (SBR).
Bell Joint Gaskets	Material for Hydrocarbon Applications and Contaminated Soils	NBR (Nitrile) (acrylonitrile butadiene), FLUOREL or FKM (Viton) (fluorocarbon).
	Gasket Age	< 180 Days old or < 2 years old but retested < 60 Days prior to installation
Flange Gaskets	Material	212-2.7.
Fittings	Material	Same steel as pipe.
	Standards	Conform to AWWA C208.
	Exterior Coatings	Use same coating as adjacent pipe, as specified above.
	Interior Linings	Use same lining as adjacent pipe, as specified above.

**209-2.2.2 Submittals.** To the "GREENBOOK", Sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

Prior to fabricating pipe, the Contractor shall submit, in accordance with -3-8.3, Shop Drawings, 3-8.4 Supporting information and 209-2.2.2.1, Shop Drawings for the fabrication of pipe, pipe specials, and joint details.

**ADD:**

**209-2.2.2.1 Shop Drawings**

Manufacturer shall submit copies to the Engineer of Work for approval prior to manufacture of any pipe and fittings for the following:

1. Detailed Drawings
2. Tabulated layout schedule
3. Design Calculations for pipe wall thickness. (Use E' value of 750 in accordance with City of San Diego, Standard Drawings SDS-100)
4. Field joint Details
5. Technical data and information on the tape coating to be used.
6. Required tests for tape coating to be used.

Shop Drawings shall be in accordance with the requirements of AWWA C200, C205, and C214.

Data to be furnished by the Contractor shall be in accordance with all applicable provisions of Section 3-8.3, "Shop Drawings," 3-8.4 "Supporting information" of the standard specifications and 01 33 00 where not inconsistent with the plans and the express provisions of these specifications.

The drawings accompanying these specifications indicate only the general features of the work, and all proportioning and detailing for the pipeline, specials, and connections shall be done by the Contractor. The Contractor shall prepare, and submit for review and approval before starting fabrication, a tabulated layout schedule and detailed fabrication drawings.

The drawings shall include the configuration, essential dimensions, and materials to be used in fabrication the pipe, pipe specials, and fittings, and shall include details of standard pipe joints, and of typical field welded joints showing the lining and coating holdback. The minimum radius of any fabricated bend shall be at least 2.5 times the nominal pipe diameter.

The layout and marking schedule shall include the specific number of each pipe and fitting and the location of each pipe and the direction of each fitting in the completed line. In addition, the layout schedule shall include: the pipe station and top of pipe elevation at all changes in grade or horizontal alignment; the station and top of pipe elevation to which the bell end of each pipe will be lid; and all elements of curves and bends, both in horizontal and vertical alignment. Dimensional drawings of all valves, fittings, and appurtenances shall be provided with the layout schedule.

Joint and pipe/fitting wall construction details which indicate the type and thickness of cylinder; the positions, type, size, and area of wire or reinforcement if required; manufacturing tolerances; and all other pertinent information required for the manufacture of the product.

Fittings and specials details such as elbows, wyes, tees, outlets, connections, test bulkheads, and nozzles or other specials where shown on the drawings which indicate amount and position of all reinforcement. All fittings and specials shall be properly

reinforced to withstand the internal pressure, both circumferential and longitudinal, and the external loading conditions as indicated in the contract documents. Material lists and steel reinforcement schedules which include and describe all materials to be utilized.

Joints below existing utilities shall be avoided.

The Contractor shall determine where to use cut-to-fit pieces and/or field weld on flanges. These shall be shown on the pipe shop drawings.

The pipe alignment and grade, the location of valves, fittings, and appurtenances, as shown on the Contractor's layout schedule shall conform essentially with those shown on the contract plans. The Engineer, at his discretion, may approve minor changes made for economy or convenience in manufacture or construction. Unless otherwise ordered or permitted by the Engineer, construction shall conform to the approved layout schedule and fabrication drawings.

When approved by the Engineer, changes in alignment or grade may be accomplished by deflections at the joints between lengths of standard pipe, or by use of beveled pipe, or by a combination of the two.

Before preparing the schedule and fabrication drawings, the Contractor shall expose the existing main at points of connection and determine their precise locations and alignment relative to the alignment of the new pipe as shown on the drawings. The Contractor shall furnish the City with tracings or transparencies of the approved Schedule and drawings, from which the City can obtain the required prints.

#### **SHOP DRAWING D-SHEETS**

Once the pipe shop drawings are approved and released for production, the pipe fabricator shall assemble all the approved and corrected shop drawings onto City of San Diego D-Sheets and shall have a State of California Registered Engineer, who was responsible to oversee the preparation of the shop drawings, stamp and sign each sheet. The final D-sheets to be stamped and signed by the pipe fabricator's Registered Engineer shall be photo mylar or mylar plots from digital files. The preparation of the shop drawing mylars shall be coordinated with the Engineer to assure proper sheet numbering and title block information. The Engineer shall be responsible for processing the shop drawing sheets through the City of San Diego as a Construction Change. The pipe fabricator shall be responsible for preparing and modifying the sheets to conform to City of San Diego requirements.

#### **209-2.2.4 Joints.** To the "GREENBOOK", ADD the following:

All nonflanged pipe joints shall be field welded. All pipe shall have lap welded slip joints and shall be field welded on the inside and outside for pipe sizes greater than 24-inches in diameter. For pipe size less than or equal to 24 inches in diameter, welding shall be on the outside of the joint. Fillet welds shall be used and shall be of a size equal to the thickness of the bell or cylinder, whichever is greater, and shall be built up in passes of not more than one-eighth inches (1/8") per pass. Field welding shall conform to AWWA C206, "Standard for Field Welding of Steel Water Pipe."

For lap joint pipe prepared for field welding, the inside circumference of the bell end shall not exceed the outside circumference of the spigot end by more than 0.1563 inch (5/32 inch.)

In order that the proper shop modifications may be made to the joints to be field welded, the shop fabrications shall indicate details of the typical field welded joint and the required coating and lining holdback.

Casing pipe sections shall be butt welded.

All closure and makeup joints shall be made with SDW-139 Split Butt Straps for field welding in accordance with the latest version of the applicable City of San Diego Standard Drawing. But straps shall be field welded on the outside of the pipe joint using a fillet weld. The fillet weld shall be of a size equal to the thickness of the cylinder or butt strap, whichever is greater, and shall be built up in passes of not more than one-eighth inch (1/8") per pass.

**209-2.2.5 Special Sections.** To the "GREENBOOK", ADD the following:

Reinforcement and/or crotch plate design for wyes, tees, outlets, and nozzles shall be designed in accordance with AWWA Manual M11, "Steel Water Pipe – A Guide for Design and Installation." The dished heads required for this project shall be in accordance with the detail on the plans and the approved shop drawings, the lining and coating holdbacks shall be shown on the pipe shop drawings and approved by the Engineer of Work. Reinforcement shall be designed for the design pressure. Pipe materials used in fittings shall be of the same material as the pipe with minimum steel plate thickness as indicated in Section 207-10.2.1 of these specifications.

The minimum radius of elbows shall be 2.5 times the pipe diameter and the maximum miter angle on each section of the elbow shall not exceed 11 ¼ degrees. Fittings shall be equal in pressure design strength and shall have the same lining and coating as the abutting pipe. Specials and fittings, unless otherwise shown on the plans, shall be made of segmentally welded sections from hydrostatically tested pipe, with ends to mate with the type of joint or coupling specified for the pipe.

Specials and fittings that cannot be mechanically lined and coated shall be factory lined and coated by hand application using the same materials as are used for the pipe and in accordance with AWWA C205 and AWWA C602 . Coating and lining applied in this manner shall provide protection equal to that specified for the pipe. Fittings may be fabricated from pipe that has been mechanically lined and/or coated. Areas of lining and coating that have been damaged by such fabrication shall be repaired by hand applications in accordance with AWWA C205 and AWWA C602.

**209-2.2.6 Welding.** To the "GREENBOOK", ADD the following:

All welding procedures used to fabricate pipe shall be prequalified under the provisions of ANSI/AWS D1.1 or ASCM SEC. IX. Welding procedures shall be required for, but not necessarily limited to, longitudinal and girth or spiral welds for pipe cylinders, spigot and bell ring attachments, reinforcing plates and ring flange welds, and plates for lug connections.

All welding shall be done by skilled welders, weld operators, and tackers who have had adequate experience in the methods and materials to be used.

Welders shall be qualified under the provisions of ANSI/AWS D1.1 not more than 6 months prior to commencing work on the pipeline. Machines and electrodes similar to those used in the work shall be used in qualification tests. The manufacturer shall furnish all material and bear the expense of qualifying welders. The Contractor shall furnish the Engineer with a certified laboratory report stating the results of required welding tests performed during pipe fabrication.

Field Welding shall be performed by certified welders in accordance with AWWA C206.

**ADD:**

**209-2.2.6.1 Special inspection and Testing of Field Welds.**

Special inspection and testing of field welds will be performed and paid by the City or its duly Authorized Agent. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, Contractor shall bear the cost of corrective measures deemed necessary for failed tests. Contractor shall reimburse the City for the cost of the City's subsequent re-inspection and re-testing.

A. Qualification of Welders, Equipment and Procedures:

Prior to the start of welding, the special inspector shall check welder qualifications and verify that procedure specifications to be used have been approved.

B. Inspection of Field Welds:

The special inspector shall visually examine 100% of all welds performed in the field.

Acceptance Standards for Visual Examination. The following indications are unacceptable:

1. Cracks – external surface;
2. Undercut on surface which is greater than 1/32 inch (1.0 mm) deep;
3. Lack of fusion on surface;
4. Incomplete penetration (applies only when opposite surface is readily accessible).

Any weld not conforming to the above acceptance standards shall be ground smooth and blended into the satisfaction of the special inspector.

C. Nondestructive Testing of Field Welds:

Nondestructive testing of field welds shall be performed by the special inspector, as directed by the Resident Engineer, using testing and acceptance criteria as set forth in the ASME Boiler and Pressure Vessel Code, Section V, and as specified herein.

Nondestructive test methods acceptance criteria shall be submitted to the Resident Engineer for review and approval thirty (30) working days prior to beginning any field welding operations and in accordance with Subsection 2-5.3 of Standard Specifications for Public Works Construction. Nondestructive Testing shall be performed as follows:

WELDED SLIP JOINTS:

Nondestructive testing shall be performed on a random sampling of all slip joint field welds provided that not less than twenty percent (20%) of such field welds are tested. The special inspector shall ensure that the work of each welder is tested in accordance with this section.

BUTT STRAPS AND NON-SLIP JOINTS:

Nondestructive testing shall be performed on one hundred percent (100%) of all butt strap welds and other non-slip joint welds performed in the field.

Portions of welds not conforming to the applicable acceptance standards shall be completely removed in a manner, which will permit proper and complete repair by welding. All repair welds shall be retested by the special inspector.

D. Air/Soap Testing of Field Welds:

One ¼ inch tapped hole per joint is required for welded steel pipe requiring double welding of joints. Test procedure shall be per AWWA C206 Section 5.2.2.2.

**ADD:**

**209-2.2.7**

**Affidavit of Compliance.** Affidavit of compliance is required from the manufacturer that the pipe, specials, and fittings furnished under this contract comply with these special provisions, applicable standards and as specified in AWWA C200, C205, C214, and C217 and the following supplemental requirements:

1. Physical and chemical properties of all steel
2. Hydrostatic test reports
3. Results of production weld tests
4. Coating and lining test
5. Technical data and information on the tape coating to be used.

All expenses incurred in making samples for certification of tests shall be borne by the Contractor and/or manufacturer.

**ADD:**

**209-2.2.8**

**Field Painting.** Metal components which are furnished with shop-applied protective coating shall be carefully installed to avoid damage to the coatings. Any areas of such coating which show damage after installation is complete shall be cleaned and recoated. The touch-up coating materials shall be identical to the shop-applied coating, or a suitable substitute therefore, recommended by the component manufacturer and approved by the Engineer.

Steel surfaces, other than stainless steel, which are not galvanized or shop-coated, shall be epoxy coated in accordance with AWWA C210. The minimum dry film thickness shall be 16 mils, and the epoxy shall meet NSF Standards for contact with potable water.

**ADD:**

**209-2.2.9**

**Installation, Storage, and Handling.** Bracing shall consist of at least three (3) set of stulls for each standard-length pipe. Stull struts and stull blocks shall be of such size, shape, and material that the pipe is held round, and its interior surface protected from damage under all load encountered in handling, installing and backfilling. Bracing shall remain in place until after the pipe is laid in the trench, bedding and backfill compacted, and pipe is firmly held in place.

Pipe shall be stored on sand ribbons during both curing operations and yard storage.

When storage of the pipe at the manufacturer's yard shall exceed two calendar weeks after the completion of the pipe manufacturing and standard curing process, the manufacturer shall periodically wet the interior and exterior of the pipe to maintain sufficient moisture content in the cement mortar to avoid the development of mortar cracks greater than one-sixteenth of one inch. The end caps on the pipe shall be replaced after each addition of water to maintain the required seal for the interior mortar.

Until the pipe installation and backfilling are completed, all concrete surfaces of the pipe shall be sprinkled periodically to prevent excessive drying and thermal stressing.

At all times after application of the mortar coating or removal of the exterior forms, standard pipe lengths shall be handled only with belt slings of sufficient width to avoid damage to the exterior surface. Specials and fittings shall be handled by approved means, which avoid inflicting any damage. Chain slings shall not be used, and wire rope slings may be used only if encased in heavy rubber hose.

During transportation, pipe shall be mounted on padded bolsters curved to fit the pipe. Heavy padding shall be used under the tie chains. The pipe ends shall be closed to prevent air circulation and drying of the pipe interior in transit and during storage until the pipe is laid.

The pipe shall be handled by use of 12" wide nylon slings, padded cradles, or other devices, acceptable to the Engineer, designed and constructed to prevent damage to the pipe coating/exterior. The use of chains, hooks, or other equipment which might injure the pipe coating/exterior will not be permitted. All other pipe handling equipment and methods shall be acceptable to the Engineer.

The Contractor shall be fully liable for the cost of replacement or repair of pipe which is damaged.

Stockpiled pipe shall be supported on sand or earth berms. The pipe shall not be rolled and shall be secured to prevent accidental rolling.



The Contractor and/or manufacturer shall consult the Owner if any anticipated outdoor storage will be required prior to installation so that necessary precautions can be taken.

**ADD:**

**209-2.2.10 Side Outlets.** Outlets shall be installed as shown on the plans for connections to the new pipe. The outlets shall remain uncovered until all joint assembly, field welding, lining, and coating is accomplished, and hydrostatic testing and inspection is completed. Outlets shall be backfilled with sand densified as provided in Subsection 306-1.3. The outlets shall then be covered, and the finish pavement laid.

All pipe with side outlets for appurtenances shall be factory lined and coated as specified for the main steel pipeline. The minimum hold back from the flange shall be zero (0) inches for the tape and the mortar. The flange shall be factory primed and the tap wrapped in the field.

**ADD:**

**209-4.2 Materials.** Unless otherwise specified, PVC pressure pipe shall conform to the following: To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**TABLE 209-4.2**

<b>Item</b>	<b>Option</b>	<b>Reference Specification/Requirements</b>
Pipe	Manufacturing Standards	Conform to ASTM D2241, ductile iron pipe size for pipe <4" (100 mm).
Fittings	Material	Polyvinyl Chloride
	Marking	None
	Exterior Coating	None
	Interior Linings	None
	Plastic Film Wrap for Corrosion Protection	Not Applicable.

**ADD:**

**209-4.8 PVC Pressure Pipe Spare Fittings.**

For each individual diameter of PVC pipe shown on the drawings, the Contractor shall include a minimum of twenty (20) extra 22.5° Ductile Iron Fittings in the bid, and have the fittings on site in the event utilities not shown on the plan are found and the pipeline needs to be routed over or under the utility. If during construction, the number of extra Ductile Iron Fittings drops below 8 (eight), the Contractor shall order additional Ductile Iron Fittings of the specific diameter to reach the minimum twenty (20) extra fittings required. Once work is complete and accepted, the Contractor shall deliver all remaining spare fittings to the City.

The specified spare fittings considered incidental the applicable PVC water main bid items. No separate payment will be made for the required spare fittings.

**ADD:**

**209-9.1.4 Certifications.**

The Contractor shall Submit a notarized affidavit of compliance that all Work, materials and equipment required according to this Section were properly constructed and manufactured in full with these Contract Documents. The Contractor shall submit the manufacturers' Certificates of Compliance.

**SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURTENANCES**

**212-5.7.3 Design Options.** To the "GREENBOOK", DELETE Table 212-5.7.3 in its entirety and SUBSTITUTE with the following:

<b>Item</b>	<b>Option</b>	<b>Reference Specification/Requirements</b>
Diaphragm-Actuated Control Valves	Manufacturer's Standard Internal Cavitation Trim	Where pressure drop across valve exceeds 40 psi (0.275 MPa) submit cavitation calculations per 212-1.1 and a letter to the Engineer requesting a waiver if applicable.
	Isolation Valves on Pilot Lines	Required on both sides of pilot.
	Opening and Closing Speed Control	Required.
	In-Line Y Strainer on Pilot Line	Required.
	Stem	Self-cleaning.
	Ends	Flange x flange unless otherwise shown.
	Cavitation Calculations	Contractor shall submit cavitation calculations showing manufacturer recommended sigma ( $\sigma$ ) value for the cavitation coefficient. Calculations shall conform to the regulation of 536 to 390 ft hydraulic grade (63 psi) and relief of 536 to 415 ft hydraulic grade (52 psi).
	Insertion Flow Meter	Cla-Val Model X144D or approved equal.
	Security	Relief valve shall be provided a pilot security cap, Cla-Val Model X140-1 or approved equal.
	Limit Switches	Required as shown on Approved Drawings.
	Coating	Valve shall include NSF 61 Fusion Bonded Epoxy Coating per AWWA C116-03. Coating thickness shall be per Manufacturer's recommendation.
	Controller	Valve shall be provided a valve controller, Cla-Val Model VC-22D or approved equal.

**212-8.1.2 Materials** To the “GREENBOOK”, DELETE Table 212-8.1.2 and SUBSTITUTE with the following:

Item	Material	Reference Specification/Requirements
Sleeve	Steel	ASTM A283 Grade C or carbon steel with 30 ksi minimum yield.
	Ductile Iron	ASTM A536 Grade 65-45-12.
Gasket	Styrene-butadiene rubber (SBR)	AWWA C111
Coupling and Harness Bolts	Stainless Steel	212-2.5
Polyethylene Encasement	Polyethylene Film	212-12.1.1. Color per 212-12.2.

1. Pressure Rating: Shall be equivalent of the test pressure of the pipe within the applicable pressure zone.
2. Joint Restraint: Provide joint harnesses (tie rod lug or attachment plate assemblies) designed for the test pressure across all flexible couplings, except where specifically indicated otherwise on the Drawings. For steel pipe, the joint harness shall conform to the requirements of Chapter 13 of AWWA M-11, Table 13 4 - Tie Bolt Schedule for Harnessed Joints.

**212-8.2.2 Materials.** To the “GREENBOOK”, DELETE Table 212-8.2.2 and SUBSTITUTE with the following:

1. Sleeve shall be steel per Table 212.8.1.2

Item	Material	Reference Specification/Requirements
Body	Ductile Iron or Steel to Match Adjacent Pipe	AWWA C219
Gasket	Styrene-butadiene rubber (SBR)	AWWA C111
Coupling and Harness Bolts	Stainless Steel	212-2.5
Polyethylene Encasement	Polyethylene Film	212-12.1.1. Color per 212-12.2.

2. Pressure Rating: Shall be equivalent of the test pressure of the pipe within the applicable pressure zone.
3. Joint Restraint: Provide joint harnesses (tie rod lug or attachment plate assemblies) designed for the test pressure across all flange coupling adaptors,

except where specifically indicated otherwise on the Drawings. For steel pipe, the joint harness shall conform to the requirements of Chapter 13 of AWWA M-11, Table 13 4 - Tie Bolt Schedule for Harnessed Joints. Anchor studs may be used on flange coupling adapters for pipe up to 12 inches in diameter.

**212-9.1.3 Design Options.** To the “GREENBOOK”, TABLE 212-9.1.3 , ADD the following:

Item	Option	Reference Specification/Requirements
Expansion Joints – Double Ball Type	Connection	Flanges
	Manufacturer	EBBA Iron Flex-Tend; or equal
	PE Sleeves	For direct buried application, meeting ANSI/AWWA C105/A21.5

**SECTION 216 – PRECAST REINFORCED CONCRETE BOX**

**216-3.1 General.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

Contractor shall submit calculations and drawings sealed and signed by a Civil or Structural Engineer licensed in the State of California for Precast Reinforced Concrete Boxes (PRCB). PRCB sections shall be designed in accordance with the loading requirements of ASTM C857, ASTM C858, and:

1. Structure live load: AASHTO Loading Class HL-93.
2. Buoyancy: Design structure for groundwater up to 0 feet below grade.
3. Backfill material: As defined in Special Provision Section 217 and as shown on the Drawings.
4. Active soil pressure and earthquake pressure: PRCB walls shall be designed to resist the following soil pressures, where H is the height of the wall.

Dry or Submerged Soil Condition	Static or Seismic Loading Condition	Active Soil Pressure at Top of Wall [psf]	Active Soil Pressure at Base of Wall [psf]	Seismic Pressure at Top of Wall [psf]	Seismic Pressure at Base of Wall [psf]
Dry	Static	0	60H	0	0
Submerged	Static	0	96H	0	0
Dry	Seismic	0	42H	46H	46H
Submerged	Seismic	0	83H	27H	27H

**216-3.3.2 Area of Steel Reinforcement.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

The area of steel reinforcement shall be determined by the precast manufacturer.

**216-3.3.3 Placement.** To the “GREENBOOK”, DELETE Sentence (1) in its entirety.

## SECTION 217 – BEDDING AND BACKFILL MATERIALS

**217-1.1 General.** To the “GREENBOOK”, ADD the following:

Pipes should be bedded with a minimum 6-inch layer of ¾-inch screened rock. In high groundwater areas of highly disturbed areas, walking ¾-inch screened rock into the excavation bottom may be necessary prior to bedding placement to provide a suitable work platform.

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

Excavated soils should be screened of large rock (over 6 inches in maximum dimension) and have at least 40 percent material passing the ¾-inch sieve. Fines content (passing the #200 sieve) should not exceed 20 percent. Materials should be non-expansive, free draining and free of organic material. The above criteria may be met by removal and replacement, screening, crushing and/or blending import soils with existing soils. Conformance to the above criteria should be checked by the geotechnical consultant during trench excavation or stockpiling.

Pipes should be bedded with a minimum 6-inch layer of ¾-inch screened rock. Trench bottom soils should be compacted to at least 90 percent relative compaction based on ASTM D1557. In high groundwater areas or highly disturbed areas, walking ¾-inch screened rock into the excavation bottom may be necessary prior to bedding placement to provide a suitable work platform. Placement of soils surrounding the pipe should conform to City of San Diego Standard Drawing SDW-110. Soil backfill adjacent and 12 inches above the pipe should consist of clean sand with a minimum sand equivalent (SE) of 20. All soil backfill should be compacted to at least 90 percent relative compaction based on ASTM D1557 except the upper 12 inches of subgrade and base course which should be compacted to at least 95 percent relative compaction based on ASTM D1557. A modulus of soil reaction of 1500 pounds per square inch may be assumed for granular materials placed adjacent to the pipeline.

In the area of Fashion Valley Road and Fashion Valley mall from 48-inch pipeline Station 79+00 to 98+28, Riverwalk Drive Station 105+63 to the proposed receiving pit (Station 119+39) and from the proposed launch pit (Station 127+64) to Frazee Road (Station 148+27), and wet areas requiring stabilization underlay 6” thick ¾ inch screened crushed rock with geogrid, Mirafi HP 570 or approved equivalent geogrid.

Special inspection and tests of soils including compaction testing will be performed by the City or its duly authorized agent. Refer to Drawing S-3 for required special inspection and tests of soils. If tests reveal non-compliance with the requirements of the Contract Documents, Contractor shall bear the cost of corrective measures deemed necessary for failed tests and the cost of the City's subsequent re-inspection and re-testing and shall reimburse the City for said costs.

**217-2.2 Imported Trench Backfill.** To the “GREENBOOK”, ADD the following:

Imported soils to be used as backfill should be approved by the geotechnical consultant prior to hauling. The Contractor shall allow sufficient time in his schedule to allow sampling and testing of proposed import sources prior to hauling. Import soils should be granular in nature, low expansive or non-expansive and have a minimum friction angle of 30 degrees and minimum cohesion of 100 pounds per square foot

(psf). Import soils should have no rock fragments greater than 6 inches in maximum dimension. Import soils should have a minimum sand equivalent (SE) of 20. Pipe bedding material should conform to Standard Specifications for Public Works.

Sampling and testing of import soil to be performed by the City or its duly authorized agent.

### **SECTION 300 - EARTHWORK**

#### **300-2 UNCLASSIFIED EXCAVATION.** To the "GREENBOOK", ADD the following:

Earthwork should be performed in accordance with current City of San Diego Requirements, Standard Specifications for Public Works and the California Building Code (CBC).

Excavation, Stockpiling and Shoring - Fill and bedrock materials to be excavated for the proposed pipeline will range from loose medium dense sands and soft to stiff silts and clays along the western end of the alignment and the southerly portion of the alignment from Riverwalk Drive to Hazard Center Drive. Groundwater levels will fluctuate seasonally and the need for trench boxes or shoring will be affected in large part by the season that the construction is performed in. The contractor should make his own determination of groundwater conditions and shoring needs prior to bidding. Along the majority of Friars Road (east of the Centre Point Apartment complex, approximately 1800 feet west of Fashion Valley Road) compacted fill typically with abundant cobbles two- to twelve-inch in maximum dimension or Stadium Conglomerate with an abundance of similarly sized cobbles are likely to be encountered. All of the above described materials should be excavatable with conventional heavy excavation equipment. In the Stadium Conglomerate soils, local cemented layers may be encountered that require the use of a breaker.

Stockpiled soils from excavation or other sources such as import fill should not be permitted adjacent to open trenches or excavations. A horizontal setback equal to the trench depth shall be maintained at all times for stockpiled materials and equipment where saturated soils or groundwater is not present in the sides or bottom of the excavation. Where saturated soils, seepage or groundwater is present, this setback shall be increased to 1.5 times the excavation depth.

Excavations deeper than four feet should be laid back to a 1:1 (horizontal to vertical) inclination or provided with temporary shoring if workers are to enter excavations. In areas where high groundwater is present, trenches or excavations should be pumped and cleared of mud or debris prior to installation of pipe bedding. Cantilever shoring may be designed to resist an at-rest equivalent fluid weight of 35 pounds per cubic foot (pcf) for dry conditions and 86 pcf for saturated conditions. Box shoring or braced shoring may be designed for an at rest earth pressure of 60 pcf for dry conditions and 96 pcf for saturated conditions.

Near the intersection of Friars Road and Napa Street and at the PRS site, sheet pile shoring may be required. In this area, rip rap from the old channel side may be encountered and may require removal during shoring installation.

For cantilever sheet pile shoring an active equivalent fluid weight of 35 pcf above the water table and 86 pcf below the water table may be assumed. Passive resistance

below the bottom of the trench may be assumed as an equivalent fluid weight of 150 pcf. Passive resistance should be calculated starting at an elevation two feet below the bottom of the proposed excavation.

**300-2.2 Unsuitable Material.** To the "GREENBOOK", ADD the following:

Removal of Unsuitable Material – Pressure Reducing Station (PRS): At the site of the proposed PRS, existing fill soils and oversize rock (greater than 12 inches in maximum dimension) should be removed to an approximate elevation of +10 feet as approved by the geotechnical engineer during construction, in addition to the required compaction grouting. Refer to Section 3-9 – Geotechnical Investigation Report, 10.2 Mitigation of Subsurface Conditions at PRS (Zone 3).

Removal of Unsuitable Material - All Areas: Any trash, debris, organic material, oversize material or other debris encountered during excavation should be removed and disposed of off-site.

**300-2.9 Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for unclassified excavation shall be included under the lump sum Bid items or for the Contract Unit Prices except where a bid item is provided.
2. The payment for excavating and stockpiling shall be included under the lump sum Bid items or for the Contract Unit Prices. Removing such selected material from the stockpile and placing it in its final position shall be included under the lump sum Bid items or for the Contract Unit Prices. The Contractor may stockpile material; however, no separate payment will be made for excavating material from an optional stockpile and placing it in its final position.
3. No separate payment will be made for excavating topsoil temporarily stockpiled along the top of slopes and placing it in its final position on the slope for erosion control planting work, whether or not required by the Contract Documents or by the Engineer.

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

**301-1 SUBGRADE PREPARATION.** To the "GREENBOOK", ADD:

Prior to placement of fill, excavation bottoms should be scarified and compacted to at least 90 percent relative compaction based on ASTM D 1557. Fill should be placed at near optimum moisture and in uniform horizontal lifts not exceeding six to eight inches in loose lift thickness. Fill should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D 1557, except in roadway, driveway and parking areas. The upper 12 inches of fill in areas to receive pavement or in parking areas should be compacted to at least 95 percent of maximum dry density (ASTM D 1557). Base course should be compacted to at least 95 percent of maximum dry density (ASTM D 1557). Due to the granular nature of the majority of the soils in this area, compaction should most easily be achieved with vibratory equipment.

**301-1.2 Preparation of Subgrade.** To the "WHITEBOOK", ADD the following to Item 1.

Tests on import subgrade soil and existing soils to determine the "R" Value for pavement design shall be performed by the City or its duly authorized representative.

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

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



9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 Aggregate Base in accordance with 200-2.9, "Class 2 Aggregate Base" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 Aggregate Base, have been identified in the appendices as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown in the plans are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to Class 2 Aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth

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

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

the plans as base repairs. The Class 2 Aggregate Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base". The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.

- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified in the plans as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 Aggregate base material placed or as directed by the Engineer.

### **301-1.7**

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

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

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

No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

### **SECTION 302 – ROADWAY SURFACING**

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

**302-5.2 Additional Paving.**

1. The Work for pavement restoration shall include the following:
  - a) The replacement of existing pavement outside of the trench influence area.
  - b) The replacement of existing pavement outside the trench and influence area limits that was previously broken or displaced.

2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced. If you do not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at your expense.
3. Existing pavement shall be removed in accordance with SECTION 401 - REMOVAL. Prior to pavement restoration, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION".

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

1. The payment for pavement restoration outside of the trench influence area shall be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment". Unless separate Bid items have been provided, the following shall be included in the payment for "Additional Paving":
  - a. Saw-cutting existing edges.
  - b. Removal and disposal of existing pavement.
  - c. Subgrade repair and preparation including imported backfill material. Imported subgrade material shall be included in the Bid item for "Subgrade Imported Backfill".
  - d. Form Work.
  - e. Placement, curing, and protection of new pavement.

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

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

### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

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

Conform to the "Manual of Standard Practice" of the Concrete Reinforcing Steel Institute for Types SB, BB, BC, JC, HC, CHC and others of standard types as required. Use Class "1" plastic-coated chairs at all interior or exterior surfaces exposed to view or weather. Plastic thickness of 3/32-inch or greater at points of contact with formwork and extend the plastic along the wire at least 1/2-inch from the point of contact with the formwork. Precast concrete block supports with embedded wire ties are not acceptable.

Do not use aluminum or stainless-steel supports or accessories.

**303-5.9**

**Measurement and Payment.** To the "WHITEBOOK", ADD the following:

7. Measurement for an Island Passageway per SDG 139 shall be per passageway and encompass all items indicated on drawings. Payment shall be made per Island Passageway as indicated on Bid Item "**Island Passageway (SDG-139)**".

**SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

**306-1**

**GENERAL.** To the "GREENBOOK", ADD the following:

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

**ADD:**

**306-1.1**

**High-line Phasing.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
  - a) Phase I: Sheet 67 – Sta 12+40 to Sta 17+00
  - b) Phase II: Sheet 68 – Sta 17+00 to Sta 25+00
  - c) Phase III: Sheet 69 - Sta 25+00 to Sta 33+00
  - d) Phase IV: Sheet 70 – Sta 33+00 to Sta 40+50
  - e) Phase V: Sheet 71 – Sta 40+50 to Sta 48+00
  - f) Phase VI: Sheet 72 – Sta 48+00 to Sta 56+00
  - g) Phase VII: Sheet 73 – Sta 56+00 to Sta 63+00
  - h) Phase VIII: Sheet 74 – Sta 63+50 to Sta 71+50
  - i) Phase IX: Sheet 75 – Sta 71+50 to St 79+50
  - j) Phase X: Sheet 76 – Sta 79+50 to Sta 88+00
  - k) Phase XI: Sheet 77 – Sta 88+00 to 96+00
  - l) Phase XII: Sheet 78 – Sta 96+00 to 100+30
  - m) Phase XIII: Sheet 79 – Sta 1+00 to Sta 9+00
  - n) Phase XIV: Sheet 80 – Sta 9+00 to Sta 17+00
  - o) Phase XV: Sheet 81 – Sta 17+00 to Sta 20+47

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

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

**306-4 SHORING AND BRACING.** To the "WHITEBOOK", ADD the following:

4. MTS/SDA&E Excavation Support Systems Requirements

a) **A-1 GENERAL**

This Section specifies procedures, performance criteria and requirements for providing safe and stable excavations throughout construction. Provide temporary sheeting, shoring and bracing systems as required by the Work. Meet all codes, regulations, and requirements of agencies having jurisdiction over this Work. Obtain all required Federal OSHA, Cal/ OSHA and local jurisdiction permits.

Work under this Section, shall include but shall not be limited to:

- I. Design of the temporary support systems
- II. Construction of temporary sheeting, shoring, and bracing systems
- III. Employing acceptable side slope layback methods for excavations
- IV. Maintenance of bracing systems and removal
- V. All associated design Work

b) **A-2 SUBMITTALS**

General Excavation Support Procedure: Submit an outline of intended excavation support systems and associated installation and removal procedures as required for the Work. This submittal is for the Engineer's general information and in no way relieves the Contractor of complete responsibility for the successful performance of his intended excavation methods.

Sheeting and/or Shoring Drawings: Required for sheeting, shoring and other excavation support systems, and conforming to the following requirements:

1. Drawings shall be prepared, signed and sealed by a Professional Engineer licensed to practice in the State of California.
2. Include plan views indicating the extents of all proposed shoring relative to the nearest track centerline.
3. Include cross-sections of all proposed shoring.
4. Include cross-sections cut perpendicular to the track; indicate the track location relative to the support system and use equal horizontal and vertical scales.

5. Vertical dimensions shall be relative to top of rail and horizontal elevations shall be relative to the nearest track centerline.
6. Drawings shall also indicate details of all structural members, connection details, and embedment depths.
7. Indicate construction access locations.

Design Calculations: Required for sheeting, shoring and other excavation support systems; prepared, signed, and sealed by a Professional Engineer licensed to practice in the State of California.

c) **A-3 DESIGN CRITERIA**

Design the excavation support in accordance with AASHTO and AREMA requirements, to support all loads including: earth pressures, AASHTO HS20 traffic loading, AREMA Cooper E-80 Railroad Loading, utility loads, loads from adjacent structures, ground water pressure, and equipment and construction loads. No increases in allowable stresses or reductions of safety factors shall be allowed.

The excavation support shall allow safe and expeditious construction of the permanent structure without movement or settlement of adjacent buildings, structures, utilities, or track work.

Excavations and shoring systems shall be such that AREMA Cooper E-80 Loading can be accommodated at all times during the shoring construction. Shoring construction shall be performed without affecting railroad operations unless otherwise approved in advance by the Engineer.

Temporary sheeting and shoring for support of adjacent tracks during construction shall not be closer than 8'-6" from the nearest track centerline (refer to CPUC G026-D and 118).

Excavation and Shoring requirements within the Sheet Piling Zone: The Sheet Piling Zone shall be defined as the area between the following boundaries:

- A vertical line offset 8'-6" from the nearest track centerline
- A 1:1 projection beginning at a point located 8'-6" from the nearest track centerline and 2 feet below top of rail of the nearest track. Said 1:1 projection shall slope down and away from the nearest track.

Un-shored excavations within the Sheet Piling Zone shall not be allowed. Shoring within the Sheet Piling Zone shall be of a type where the shoring is installed in place prior to any excavation being performed, and where the excavation can be made with no possibility of disturbance or loss of soil material retained between the shoring and the track. Common shoring types fulfilling this requirement are interlocking-edge sheet piling, tongue and groove edge precast



concrete sheet piling, which are driven or vibrated in position prior to starting any excavation. Unless otherwise indicated in the Project Specific Specifications, on the plans, or as approved by the Engineer, shoring within the Sheet Piling Zone shall be abandoned in place, except for the top 2 feet, which shall be removed, and backfilled in accordance with these specifications. Shoring types using lagging elements, which are placed as excavation proceeds, are not permitted within the Sheet Piling Zone. Shoring within the Sheet Piling Zone shall be designed for AREMA Cooper E-80 Loading.

Excavation and Shoring requirements within the Shoring Zone: The Shoring Zone shall be defined as the area between the following boundaries:

- A 1:1 projection beginning at a point located 8'-6" from the nearest track centerline and 2 feet below top of rail of the nearest track. Said 1:1 projection shall slope down and away from the nearest track.
- A 1.5:1 projection beginning at a point located 11'-0" from the nearest track centerline and 2 feet below top of rail of the nearest track. Said 1.5:1 projection shall slope down and away from the nearest track.

Un-shored excavations within the Shoring Zone shall not be allowed. Shoring types using lagging elements, which are placed, as excavation proceeds are allowable within the Shoring Zone. Shoring within the Shoring Zone shall be designed for AREMA Cooper E-80 Loading.

Excavation and Shoring requirements within the Excavation Zone: The Excavation Zone shall be defined as the area that is located beyond (i.e. in a direction away from the nearest track) the following boundary:

- A 1.5:1 projection beginning at a point located 11'-0" from the nearest track centerline and 2 feet below top of rail of the nearest track. Said 1.5:1 projection shall slope down and away from the nearest track.

Sloping cuts are allowed within the Excavation Zone. Excavations and shoring within the Excavation Zone are not required to be designed for railroad live loading.

Provide handrails in accordance with Cal-OSHA and CPUC General Order 26-D.

Tiebacks or any other excavation support mechanisms that are installed under the track structure shall be at least 24 inches clear below top of rail.

**306-8.3.3 Acceptance.** To the "GREENBOOK", ADD the following:

Where carrier pipe is installed within a casing, carrier pipe shall be tested and accepted prior to placement of grout or slurry fill between carrier pipe and casing.

**306-13.1 Temporary Resurfacing:** To the "GREENBOOK" DELETE the first paragraph and SUBSTITUTE with the following:

Temporary resurfacing (cold mix asphalt) shall be at least 3 inches (76 mm) thick and shall be properly and evenly compacted by the use of a steel wheel roller. Maintenance of cold mix shall be performed daily and as needed. All costs associated with the use of Temporary Resurfacing as described in this section and where needed around trench plates, shall be covered in the cost of the pipeline as per section 306-15.1. If determined by the Resident Engineer that the use of cold mix is inadequate and/or is creating an unsafe condition, the City may direct the Contractor to use recessed steel plates in-lieu of cold mix. Steel plates shall be installed as described in Section 5-7.8.1 of the WHITEBOOK at no additional cost to the City.

Base paving shall be completed on a weekly basis, at a minimum, per construction phasing in Section 6-1.2.1. If the recessed steel plates are used in-lieu of cold mix, base paving shall be placed immediately upon removal.

**306-7.8.2.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. 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.

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

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

**306-15.1 General.** To the "WHITEBOOK":

To item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

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

To item 1, sub item p, DELETE in its entirety and SUBSTITUTE with the following:

- p) All other Work, including temporary resurfacing and use of steel plates (if required) and necessary to install the pipe or conduit, complete and in place.

To Item 1, ADD the following:

- q) Video Inspection
- r) Removal and disposal of rip rap
- s) Polyvinyl Chloride (PVC) pipe sleeve(s) of the same pressure class as the pipe, where shown on the drawings.

ADD the following:

3. The payment for all Work associated with cut and cover pipe, installed within a casing shall be included in the Lump Sum Bid Items, by location as noted herein.

The payment for all of the items included in 306-15.1, as modified in these special provisions, apply **EXCEPT** any associated engineered shoring and engineered shoring plans associated with these locations are considered incidental to the Lump Sum Bid Item and includes the carrier pipe, steel pipe casing, casing spacers, end seals, slurry fill of the casing annulus space, dewatering, and all work appurtenant to the construction of a complete and operational pipeline within the limits shown on the Plans and as specified herein.

- Water Main (24-inch) I-5 Crossing, Cut and Cover in Casing
- Water Main (24-inch) STA 111 + 00 to 112 + 95, Cut and Cover in Casing
- Water Main (48-inch) I-805 Crossing, Cut and Cover in Casing

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

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

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

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

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 General** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

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

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 General** for permanent resurfacing requirements.
11. The payment for the construction of the 536/390 Pressure Reducing Station (PRS) at the intersection of Napa St. and Friars Rd. shall include all labor tools, materials, equipment and incidentals to construct the pressure reducing station, including piping, valves and appurtenances including: associated sump discharge, storm drain piping and connection to existing storm drain,

earthwork, sheeting, shoring and bracing, construction dewatering including disposal and treatment, associated electrical and instrumentation, complete and in place, shall be included in the Lump Sum Bid item for **"536/390 Pressure Reducing Station"**. All work appurtenant to constructing the PRS and installing a complete and operational PRS within the limits shown on the Plans (Drawing C-72 and Mechanical Drawings), including removal and replacement of Police Station sign(s) as specified herein, is incidental to and included in the **"536/390 Pressure Reducing Station"** Bid Item. No separate payment will be made for work associated with the construction of the PRS.

**306-15.9 Temporary Resurfacing.** To the "GREENBOOK" DELETE and SUBSTITUTE with the following:

Unless otherwise specified in the Special Provisions, no separate or additional payment will be made for temporary trench resurfacing. Payment shall be included in the Contract Unit Price or lump sum price in the Bid for the various bid items that require temporary resurfacing.

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

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

a. See **306-1 General** for permanent resurfacing requirements.

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

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

13. See **306-1 - General** for permanent resurfacing requirements.

**ADD:**

**306-19 TRENCHLESS CONSTRUCTION (PIPE INSTALLED WITHIN EXISTING CASING).**

**306.19.1 General.** An existing abandoned 66-inch sewer pipe as shown on the Plans (C-15 and C-104) shall be utilized as a casing for the new 24-inch carrier pipe at the Napa/Friars Intersection.

1. Contractor shall perform cleaning, video inspection and disinfection of the existing pipeline prior to carrier pipe installation.

2. Prior to pipeline video inspection, the Contractor shall perform cleaning of the existing pipe in accordance with GREENBOOK Section 500-3.2.1. Cleaning Equipment and shall meet the requirements of GREENBOOK Section 500-3.3: Cleaning.

3. Contractor shall inspect the existing pipe accordance with WHITEBOOK, Section 306-18 Video Inspection, as applicable, after cleaning prior carrier pipe installation and immediately upon completion before placing the pipeline in service.
4. Develop and submit grouting procedures to fill the annular space between the casing and carrier pipe.
5. Slurry/grout fill of the annulus shall consist of one-part Portland cement, two parts sand, and the minimum amount of water necessary to obtain a 2-inch slump grout for pumping. Provide Type II Portland cement. Provide sand that has 100 percent passing the No. 8 Sieve with 45 percent passing the No. 40 Sieve.
6. Casing spacers shall meet the requirements of GREENBOOK Section 212-3.2 Casing Spacers. On all bell and spigot pipe, spacers shall be installed one behind each bell and one within 18 inches of each spigot end and shall have a maximum spacing of 8 feet center to center. Place within 6 inches of each end of the casing. There shall be a minimum of two insulators installed in each section of pipe.
7. Casing end seals shall meet the requirements of GREENBOOK Section 212-3.2.3, Casing End Seals.

**306-19.2 Payment.** The payment for all Work associated with the carrier pipe installed within the existing 66-inch pipe at the Napa/Friars intersection casing is considered incidental to the **“Water Main (24-inch) Napa/Friars Thru Existing 66-inch Casing Pipe”** lump sum Bid Item and includes excavation, installation pit and two access pits, shoring, dewatering, treatment and disposal, cleaning, video inspections, carrier pipe, casing spacers, end seals, slurry fill annular space, backfilling and restoration, and all work appurtenant to the construction of a complete and operational pipeline within the limits shown on the Plans and as specified herein.

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

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

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix I – Standard Drawings**.
  - f. SDG-105, “Pavement Restoration General Notes”
  - g. SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
  - h. SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”

- i. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- j. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

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

### **SECTION 308 – MICROTUNNELING**

**308 MICROTUNNELING.** To the "GREENBOOK" DELETE Section 308-2 through Section 308-12 in their entirety and SUBSTITUTE with the Technical Specification 31 79 13 Microtunneling included in the Contract Documents.

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

The Underground Classification for the State Route (SR) 163 Trenchless (Microtunnel) crossing is provided in **Appendix M - OSHA Underground Tunnel Classification Letter**. The Contractor shall schedule a mandatory Pre-Job Safety Meeting with the Division of Occupational Safety and Health Mining and Tunneling Unit Division prior to the start of tunnel construction.

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

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

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

See Section **308 -1 General** for permanent resurfacing requirements.

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

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

**SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING**

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

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

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

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

**SECTION 316 - PIPE BURSTING**

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

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

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

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

### **SECTION 317 – PIPE FUSION**

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

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix I – Standard Drawings**.
2. SDG-105, "Pavement Restoration General Notes"
3. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
4. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
5. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
6. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

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

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

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

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

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

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix I – Standard Drawings**.
  - a. SDG-105, "Pavement Restoration General Notes"



- b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

#### **SECTION 401 – REMOVAL**

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

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

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

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

#### **SECTION 402 – UTILITIES**

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

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400 -1 GENERAL** for permanent resurfacing requirements.

**402-1.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

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

To the "WHITEBOOK", Item 3, DELETE and SUBSTITUTE with the following:

- 3. There is no guarantee that all utilities or obstructions are shown on the Plans or that locations indicated on the Plans are accurate. Utilities are piping, conduits, wire, cable, poles, ducts, manholes, pull boxes and the like, located at the project site and adjoining said site and along the pipeline right-of-way.

Utilities or obstructions shown on the Plans does not relieve you of the responsibility to pothole all utilities as previously mentioned in item 1. of this subsection.

To the "WHITEBOOK", Item 4, DELETE and SUBSTITUTE with the following:

4. You shall immediately notify the Engineer in writing of any additional conflicts between existing utilities and the proposed Work, that are not identified during the Potholing process described in 402-1.1. A method for correcting said interferences shall be supplied by the Engineer.

To the "WHITEBOOK", Item 8, DELETE and SUBSTITUTE with the following:

8. It shall be your responsibility to coordinate any necessary alteration, reconstruction or relocation of utilities, permanent or temporary, whether shown on the Drawings or not, with the affected utility. The Contractor shall perform the alteration or relocation only if instructed to do so in writing from the Utility Owner and the Engineer.

To the WHITEBOOK, ADD the following:

10. Potholing per 402-1 shall be performed to determine the actual location and elevation of all utilities where crossings, interferences, or connections to the new pipelines are shown on the Drawings, marked by the utility companies, or indicated by surface signs.
  - i. Potholing shall be scheduled such that all potholing is completed and the potholing report is submitted a minimum of 45 days prior to the preparation of piping shop drawings, or the excavating for any new pipelines or structures, the Contractor shall locate and uncover these existing utilities including services and laterals to a point 1 foot below the utility.
    - a. Potholing and submittal of potholing report can be phased to facilitate scheduling and submittal of pipe shop drawings. Should the Contractor choose to perform the potholing in phases, the potholing phases and corresponding potholing report shall be submitted in one-mile increments, minimum.
  - ii. Submit a potholing report identifying each underground utility and its depth and station. Include photographs of the pothole showing the utility as well as surrounding street area with marked existing utility paint. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.
  - iii. Potholes shall be surveyed and pothole results with vertical and horizontal coordinates (x, y, and z) shall be provided to the Engineer.
  - iv. The contractor shall locate the vertical extents (top and bottom) of slurry encasements encountered during potholing and include this information in the pothole report.
  - v. If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Engineer, and a method for correcting

said interferences shall be supplied by the Engineer. The potholing report shall include a section for "Interferences". This section in the report shall clearly note all locations where interferences occur and clearly note which interferences were shown on the drawings and which were not shown on the drawings.

- vi. The pothole report shall include a section for slurry encasements/backfill. This section shall clearly note all locations where slurry encasements/slurry backfill has been identified, the vertical extents of the slurry (top and bottom) and shall identify which of these locations are associated with SDG&E facilities. SDG&E requires third-party services for chipping/removing slurry backfill around existing SDG&E utilities.
  - vii. The potholing schedule and submittal of the potholing report shall be clearly identified in the construction schedule.
  - viii. After potholing activities are complete and the potholing report is submitted and reviewed, the construction schedule shall be updated to include scheduling for SDG&E coordination and required SDG&E third-party services associated with chipping/removing slurry backfill around existing SDG&E facilities. The Contractor shall be responsible for coordinating required services in advance of the Work and scheduling the Work such that standby costs are not incurred for areas requiring SDG&E third-party services.
10. The Contractor should anticipate potholing during nighttime hours will be required.
  11. Contractor is responsible for preparing and obtaining the required traffic control permit from the City for potholing including preparation of application, associated traffic control plans and associated permit fees.

**402-2**      **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix O - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

**402-6**      **COOPERATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE the following:

1. Notify SDG&E at least 20 Working Days prior to potholing or excavating within 10 feet of SDG&E
  - Underground High Voltage Transmission Power Lines (69 KV and higher), reconfirm notification at least 10 working days prior. Contractor shall allow a minimum of four weeks for standby coordination with SDG&E at each SDG&E location.
2. Notify SDG&E of locations requiring chipping/removing slurry backfill around existing SDG&E utilities for coordination of third-party services as soon as the Pothole Report is reviewed. Provide construction schedule to SDG&E and

coordinate scheduling of third-party services such that standby costs are not incurred for areas requiring SDG&E third-party services.

3. Contractor shall allow a minimum of four weeks for standby coordination with SDG&E at each SDG&E location.
4. SDG&E and third-party coordination and communication is subsidiary to the Work. and no separate payment will be made for SDG&E and third-party coordination and communication.

**402-8 PAYMENT.** To the "WHITEBOOK" Item 2, DELETE and SUBSTITUTE with the following:

2. The payment for Work related to potholing and potholing report includes the labor, tools, materials, equipment and incidentals to contact utilities directly and/or through Underground Service Alert (USA) who may have existing utilities within or near the Work area; associated traffic control permit and permit fees, and traffic control required to perform potholing at the Site including any required hand digging around SDG&E facilities to identify all existing utilities, whether shown on the drawings or not, prepare and provide a potholing report. The payment for costs associated with potholing and potholing report shall be paid as a lump sum in the Bid item for **"Potholing Existing Utilities and Potholing Report"**.

To the WHITEBOOK, Item 3, DELETE and SUBSTITUTE with the following:

3. Costs associated with SDG&E third-party services for chipping/removing slurry backfill around existing SDG&E utilities is subsidiary to the Work. SDG&E and third-party coordination and communication is also subsidiary to the Work. No separate payment will be made for SDG&E required communication, coordination or chipping/removing slurry backfill around SDG&E utilities.

To the WHITEBOOK ADD the following:

5. No additional payment shall be made for communication, coordination, or standby costs associated with SDG&E and SDG&E third-party services.
6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

#### **SECTION 404 – COLD MILLING**

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

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

**SECTION 601 — TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE  
WORK ZONES**

**601-1 GENERAL.** To the “WHITEBOOK”, Item 13, ADD the following:

Temporary Video Detection System at signalized intersections is required at the following fifteen (15) signal locations:

- a. Sea World Drive at Sea World Exit Driveway intersection for eastbound Sea World Drive;
- b. Sea World Drive at Sea World Way intersection for eastbound Sea World Drive;
- c. Sea World Drive at Friars Road intersection for eastbound Sea World Drive;
- d. Sea World Drive at Pacific Highway/ East Mission Bay Drive intersection for Northeast Sea World Drive;
- e. Friars Road at Napa Street intersection for eastbound Friars Road;
- f. Friars Road at Colusa intersection for eastbound Friars Road;
- g. Friars Road at Via Las Cumbre’s intersection for eastbound Friars Road;
- h. Friars Road at Fashion Valley Road intersection for eastbound Friars Road and northbound Fashion Valley Road;
- i. Hazard Center Drive at West Driveway intersection for eastbound Hazard Center Drive;
- j. Hazard Center Drive at East Driveway intersection for eastbound Hazard Center Drive;
- k. Hazard Center Drive at Freeze Road intersection for eastbound Hazard Center Drive;
- l. Friars Road at Frazee Road intersection for northbound Frazee Road and westbound Friars Road;
- m. Friars Road at Mission Center Westbound Off-Ramp intersection for westbound Friars Road Off Ramp traffic;
- n. Friars Road at Mission Center Eastbound Off-Ramp intersection for eastbound Friars Road Off Ramp traffic;
- o. Qualcomm Way at Friars Road intersection for westbound Friars Road off Ramp for westbound Friars Road traffic;

**601-2.1 General.** To the “WHITEBOOK”, ADD the following:

9. Engineered Traffic Control Plans have been included in the Contract Plans. The Contractor shall provide and maintain the Traffic Control devices to construct the pipeline. Changes to the Traffic Control Plans requested by the Contractor and Traffic Control for Resurfacing and pavement restoration of the influence area shall conform to Part 6 of the Greenbook and Whitebook.

**601-7**

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

Payment is included in the various items of the Work and Traffic Control Bid Items.

1. Payments for preparation for traffic control Working Drawings, engineered TCP, Traffic Control for pavement restoration of the influence area, traffic control for City walk through inspection and punch list, and Permits are included in the Bid item for Traffic Control.
2. Payment for Traffic Control Devices and any required signs and notices and detours is included in the lump sum Bid item for the Traffic Control. Traffic Control Devices which may be required by the City, not included as separate Bid items, are included in the payment.
3. When included in the Bid proposal, the following Traffic Control Devices will be included in the lump sum Bid item for Traffic Control:
  - a) Installing, maintaining, repairing, replacing, and removing the K-rail, excavation and backfill, drilling holes and grouting threaded rods or dowels when required, removing threaded rods or dowels and filling drilled holes with mortar, and moving and replacing removable panels as required, complete in place, as shown on the Plans, and in accordance with these specifications and the Special Provisions are included in the Bid item for Traffic Control.
  - b) Maintaining, repairing, replacing, and removing the Crash cushion modules, complete in place, as shown on the Plans and in accordance with these specifications and the Special Provisions are included in the lump sum Bid item for Traffic Control.
  - c) Maintaining, repairing, replacing, and removing the flashing arrow boards, complete in place, as shown on the Plans, and in accordance with these specifications and the Special Provisions are included in the lump sum Bid item for Traffic Control.
  - d) Flashing arrow boards and electronic message signs must be available for use 24 hours per day as required, without any additional payment for time or number of locations unless otherwise required for changed conditions.
4. Portable Changeable Message Signs (PCMS): The lump sum Bid item for Traffic Control must include full compensation for furnishing, placing, operating, maintaining, repairing, replacing, transporting PCMS from location to location and removing the PCMS, as shown on the Plans, in accordance with these specifications, and the Special Provisions, and as directed by the Engineer.

## SECTION 700 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

**700-5.2 Pedestrian Push Button Assemblies.** To the “WHITEBOOK” ADD the following:

3. Pedestrian push buttons shall be Polara EZ Communicator Navigator Push Button Station or approved equal..
4. CONTRACTOR shall install push button adapters for posts to allow push buttons directions to point parallel to the crossing path controlled by the push button.

### SECTION 700 - MATERIALS

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

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

### SECTION 701 - CONSTRUCTION

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

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

### SECTION 800 – LANDSCAPE AND IRRIGATION MATERIALS

**800-1.1.4 Class “C” Topsoil.** To the “WHITEBOOK”, ADD the following:

2. Topsoil, if needed shall be Class "C" topsoil, and shall meet the agricultural suitability requirements of Class "A" topsoil.

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

1. Pre-plant Fertilizer shall be a 6-2-4 organic fertilizer with 5% Sulfur, and 20% humic acids in a humate base. Incorporate into the backfill mix at the rate of 15 lbs. per cubic yard of backfill.

To the "WHITEBOOK", ADD the following:

3. Fertilizer tablets may be an organic formulation in an equivalent N-P-K ratio.

**800-1.2.3.2 Post-Plant Fertilizer.** To the "WHITEBOOK, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Post-Plant Fertilizer shall be 6-2-4 with 5% Sulfur, and 20% humic acids in a humate base, (such as Tri-C, or approved equal).

**800-1.2.4 Organic Soil Amendment.** To the "WHITEBOOK", ADD the following:

2. Organic Soil Amendment shall be a humic compost derived from clean plant trimmings from residential source separated curbside pick-up and landscape maintenance. It shall not contain animal wastes, sludge or palm waste, but shall have the following properties: It shall have been processed through the State of California thermophilic processing (to eliminate weed seeds and pathogens), and have been composted for a minimum one month period with peak temperatures reaching 155°F. Moisture content at time of delivery shall be approximately 25%. Weight per cubic yard shall be between 900 and 1150 lbs. Compost shall be screened to pass through a 3/8" mesh screen. (Shall be similar to Humic Compost from Agri-Service, Inc., or approved equal.)

**800-1.2.5 Mulch.** To the "WHITEBOOK", item 3, subitem "i", ADD the following:

**Type 9 Mulch** shall be 2 or 4 inches maximum in size.

**800-1.2.6 Inorganic Soil Amendments.** To the "WHITEBOOK, Item "2." DELETE in its entirety and SUBSTITUTE with the following:

2. Agricultural Grade Gypsum shall be a (Ca SO<sub>4</sub> • H<sub>2</sub>O) calcium sulfate product - 94.3%. 90% shall pass a 50-mesh screen. Chemical reaction will remove sodium attached to soil particles. Gypsum also loosens heavy clay soils through electrochemical action. Control of dust during application is mandatory. (Shall be similar to: U.S. Gypsum, or Bandini.).

To the "WHITEBOOK", ADD the following:

3. Sulfur shall be elemental; 90% pure and may be used in pellet form.

**ADD:**

**800-1.2.7 Organic Soil Enhancer.**

Organic Soil Enhancer (Yucca extract or approved equal) to be used on all plantings: A combination of organic wetting agents, organic surfactant and anti-stress agent, organic enzymes, organic bacterial activator and detoxifier, sulfur, micro- nutrients and biostimulants.



Guaranteed Analysis:

Copper (organic)	1.00%
Sulfur (organic)	2.00%
Humic Acid (organic enzymes)	10.00%
Cytokinins (organic enzymes cellular)	0.25%
Sarsapogenin (organic bacteria)	15.52%
Pargenin (C <sub>27</sub> H <sub>44</sub> O <sub>3</sub> ) (organic enzymes)	15.62%
Spirostant (organic wetting agent)	20.00%
Sarsaponin (organic surfactant agent)	10.00%
Inert Ingredient (organic)	25.61%

**800-1.2.8 Rooting Hormone.**

Rooting hormone and shock preventer to be used in the Hydromulch: rooting hormone and shock preventer shall contain .09% vitamin B-1; .048% Naphthyl acetic acid; and 30% total dissolved solids, such as Superthrive™ (no known equal).

**800-1.2.9 Herbicides and Pesticides.**

Because of the sensitive environmental nature of this project, rodenticides shall specifically **not** be used. Pesticides shall **not** be used unless specifically authorized by the project biologist and only after other means or materials (such as soapy water, power washing or organic controls) have been used without success or deemed inappropriate. When/if they are approved, they shall be used in accordance with all state requirements, including parent notification, in an Integrated Pest Management Program (IPM) and appropriate applications with strict adherence to manufacturers' specifications and instructions.

**800-1.4 Plants.**

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

8. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture regulations for nursery inspections, rules and grading. Installing the finest nursery stock available, and vigorous, healthy well-proportioned container stocks are the express intent of this specification. The size of the plants will correspond with that normally expected for the species and variety of commercially available nursery stock, or as specified in the special conditions or drawings.
9. The Landscape Architect or the project biologist shall be the sole judge as to acceptability of any plant in question. Vigorous, healthy well-proportioned plants are the intent of this specification. Plants, which are even moderately "overgrown", or are showing signs of being rootbound, decline or lack of structure, stability or vigor are subject to rejection. Any plants not conforming to the requirements herein specified shall be considered defective, and such

plants whether in place or not, shall be, marked as rejected and immediately removed from the site and replace with new, conforming nursery stock, at Contractor's expense.

10. All plants shall be grown in accordance with all applicable sections of American Standard for Nursery Stock by the American Association of Nurserymen (ANSI Z60.1-1996) as if those sections were included herein.
11. Plants shall be well rooted, but not rootbound in any way; be free of dead or dying branches disease or pests.
12. Foliage shall be relatively dense for the size of container and of good color. No excessive scarring will be allowed. The Landscape Architect shall be the sole judge of what is excessive scarring or other acceptable standards.
13. All plants shall be adequately protected and guaranteed free from desiccation or undue stress during transport. All plants shall be watered prior to shipping. Plants shall be delivered in a covered vehicle or otherwise covered with an acceptable material to prevent desiccation or superheating. If necessary, branches shall be tied in to protect them.
14. Any material deemed unacceptable shall be removed from the job site immediately at no additional cost to the City.
15. Landscape Contractor shall be present at time of delivery. The Contractor shall sign the delivery receipt. Any damage to the material must be noted on delivery ticket. All plant material once accepted becomes responsibility of the landscape contractor.

**800-2 IRRIGATION MATERIALS.**

**800-2.2.7 Valve Boxes.** To the "WHITEBOOK, ADD the following:

3. Valve Boxes of Temporary Irrigation Manifold shall be of plastic material per the following:
  - a) Temporary Irrigation Manifold Valve Boxes as plastic shall be either glass-filled plastic type per S.D.R.S.D. #SDI-125, as manufactured by Brooks or approved equal, with a minimum 2% Titanium based UV inhibitor. Box lids shall have the letters "RCV" molded into them. Boxes shall have locking lids, provide two keys minimum. Box lids shall be green color, glass filled plastic.
  - b) Plastic valve box lids shall be neatly, and permanently marked after installation with the controller station number "hot-melted" with pre-formed steel letters/numerals and branding tool into the center of the lid.

**800-2.4 Sprinkler Equipment.** To the "WHITEBOOK" " ADD the following:

3. Such equipment shall be plastic except for minor components. All sprinklers shall be installed in accordance with details on the drawings.

## SECTION 801 — LANDSCAPE AND IRRIGATION INSTALLATION

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

5. During installation Contractor shall observe safe practices in accordance with the Standard Specifications, for Public Works Construction (Greenbook 2021 Edition) and all appropriate Federal, State and local laws concerning safe job practices.

**801-2.2.1 General.** To the "WHITEBOOK", ADD the following:

7. During construction Contractor shall perform all needed weed abatement in the scope of work areas. Vigilance in this regard will be a cost saving measure. If there are areas of weeds, or weeds taller than two feet which are going to seed, the seed heads shall be carefully bagged before the weeds are pulled, to prevent unwarranted seed dispersal on site. Pulled weeds and debris shall be transported and disposed of legally offsite to prevent any seed dispersal on site.
8. A minimum of three weeks before planting, but after the planting areas are otherwise ready for installation, contractor shall irrigate regularly to germinate any latent weed seed. The intent of this is to reduce the proliferation of weeds after planting.
9. Herbicides, where needed, shall be applied under the direction of the Resident Engineer or Project Biologist. The Resident Engineer or Project Biologist shall inspect all areas prior to planting.
10. After planting the contractor shall keep this site weed free as per other sections of these specifications.

**801-4 PLANTING.**

**801-4.1 General.** To the WHITEBOOK", ADD the following:

7. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer. No planting shall be done in any area until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity, unless within a marsh area. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer and his decision shall be final. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, planting pits shall be filled with water and allowed to drain before starting planting operations.

**801-4.2 Protection and Storage.** To the "WHITEBOOK", ADD the following:

3. Any plant determined by the Resident Engineer or Project Biologist to be wilted, broken or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All rejected plants shall be removed from the site immediately.

4. Plants shall be planted at the same level as their original grade in the container and sprayed with Superthrive™ (no known equal) at the manufacturers recommended dosages, within 1 hour after moving, or transplanting and immediately watered well at the edges of the planting pit. Repeat applications of Superthrive™ are required twice, once at 14 days and once at 30 days. Any pruning shall be done at the direction of the Project Biologist. Pruning cuts or wounds shall not be dressed.

**801-4.5 Tree and Shrub Planting.** To the "WHITEBOOK", Item "5." DELETE and SUBSTITUTE with the following:

5. Backfill for container plants shall be as specified on the plans.

To the "WHITEBOOK", ADD the following:

9. After planting, a 3" layer of the specified mulch shall be applied to all planted or disturbed areas, including a 1/2" layer within the plant basins.
10. Planting tablets shall be placed in contact with each container rootball at the rates shown on the plans.

**801-6 MAINTENANCE AND PLANT ESTABLISHMENT.** To the "WHITEBOOK", ADD the following:

14. Contractor shall observe all Restoration and Re-vegetation Maintenance notes and milestones that are part of the plans and all agency permits.
15. In addition to any fertilization required by the Project Biologist, repeat applications of Superthrive™ or approved equal (in addition to the application specified at planting time) are required for all areas, twice, per 801-4.2 above.
16. Contractor shall continuously maintain all areas included in the contract during the progress of the work, through the establishment period, and until final acceptance of the work.
17. Establishment work includes all watering, weeding, planting, cultivating, and spraying, necessary to bring the planted areas to a healthy growing condition.
18. During the establishment period, any plants indicating weakness or probability of dying, shall be replaced by the Contractor at his own expense.
19. Constant diligence shall be maintained to detect the presence of disease and proper preventative or control measures taken.
20. At completion of establishment period, all areas included in the contract shall be substantially clean and free of debris and weeds.
21. Any erosion or slippage of soil caused by irrigation shall be repaired by the Contractor at his expense.
22. Any day upon which no work is required as determined by the Engineer, the day will be credited as one of the plant establishment working days, regardless of whether or not the contractor performs plant establishment work. The

Contractor shall provide complete landscape maintenance of plant wells. The work shall include, but not be limited to, watering, litter control, weed control, repair, cultivating, adjustment or repair of irrigation systems, and control of diseases and pests.

23. During the plant establishment and maintenance periods the Contractor shall furnish sufficient men and equipment on a daily or weekly basis to perform the work required by this section. Any day when the Contractor fails to adequately carry out specified maintenance work, as determined necessary by the Engineer, the day will not be credited as one of the plant establishment days. All planting areas which are damaged by construction shall be repaired by the Contractor within 30 days following completion of construction in such areas, unless otherwise approved. Repair shall consist of bringing the damaged area back to final grade; replanting the area with the same vegetation as originally specified; and maintaining the area to achieve acceptable plant establishment.
24. Contractor shall call for a final inspection two (2) weeks before the end of the maintenance period. Failure to pass inspection will result in an extension of the maintenance period for such period as the Engineer deems necessary.

**ADD**

**801-6.1**

**General.**

**801-6.1.1**

**Guarantee.**

All planting Work shall be guaranteed through the maintenance period. All planting shall be guaranteed for as long as the Contractor is maintaining the landscaping. Any material that is not growing properly during this period shall be replaced by the Resident Engineer Contractor within seven (7) days after the receipt of a written notice by the Resident Engineer or the owner. All plant materials shall be guaranteed for the original period, starting from the date of replacement. The Contractor's guarantee may be extended by the Resident Engineer in cases where plants are slow to establish. If the Contractor fails to make replacements within the time limit, the Owner may replace them at the Contractor's expense after duly notifying him.

**801-6.1.2**

**Plant Establishment Period – Irrigation.**

The irrigation sequence (frequency) shall be reduced while the duration of each watering cycle shall be increased. A specific watering program shall be determined at a site conference with the Project Biologist and Landscape Architect.

At the end of plant establishment period, the watering frequency shall be slowly and further reduced at the direction of the Project Biologist and Landscape Architect, increasing the duration of the water sufficiently to allow for maximum water penetration for the expanding root system. The precise watering reduction program will be determined for each area.

**801-6.2 Restoration and Clean-Up.**

Remove all waste material from the job site. Where adjacent areas have been scarred or damaged, restore these damaged areas to their original condition and re-plant these areas if needed. Remove equipment and implements of service and leave entire area involved in a neat acceptable condition to meet the approval of the Resident Engineer.

**801-6.3 Dead Plant Replacement.**

Plants that die from causes other than auto damage or vandalism will be replaced in kind (at Contractor expense) within a week of given notice by the Resident Engineer. If plants die through vandalism or auto damage within the establishment period, they shall be replaced (but not at Contractor expense.) Thereafter, if plants die through vandalism or auto damage, they shall be replaced by the maintenance Contractor as long as the maintenance budget has funds available for replacement.

**801-6.4 Pest Control.**

Insects and plant diseases will be monitored. Biological control will be used whenever possible. Plants that are severely diseased will be removed and replaced to prevent the spread of disease and insects. Rodent control, if necessary, will be restricted to the use of traps with no secondary poisoning effects. All specific pest control measures will be recommended by a licensed pest control advisor with specific review and approval by the Resident Engineer.

Because of the sensitive environmental nature of this project, herbicides or pesticides shall not be used unless specifically authorized by all reviewing agencies and only after other means or materials (such as soapy water, power washing or organic controls) have been used without success or deemed in appropriate. When/if they are approved, they shall be used in accordance with all state and local requirements, in an Integrated Pest Management program (IPM) and appropriate applications with strict adherence to manufacturers' specifications and instructions.

**ADD:**

**801-7.7 Guarantee.** To the "WHITEBOOK", ADD the following:

The entire irrigation system shall be guaranteed against defects in material and workmanship for a period of one year from the date of acceptance of the work.

All plant material shall be guaranteed to live and grow for the length of the Plant Establishment Period.

Any material found to be dead, missing or in poor condition during the PEP, shall be replaced immediately. The Project Biologist shall be the sole judge as to the condition of the material. Material found to be dead or in poor condition within the guarantee period shall be replaced by the contractor at his expense within fifteen (15) days of written notification. Replacements shall be made to the same specifications required for the original plantings.

Should the contractor fail, during the guarantee period, to expeditiously correct a defect upon written notification by the City, the City shall cause the work to be

corrected and bill the actual costs incurred to the Contractor. In addition, this default shall be written into the City's record regarding this Contractor. Defect corrections shall include the complete restoration of existing improvements.

**801-9**      **PAYMENT.** To the "WHITEBOOK", Item "1." DELETE in its entirety and SUBSTITUTE with the following:

1.      The payment for landscaping and irrigation Work shall be included under the Lump Sum Bid items or for the Contract Unit Prices shown in the Bid and shall also include the payment for the Plant Establishment Period Work.

In addition to all the aforementioned items in this section and the materials specified and required for installation as modified herein, payment for landscaping and irrigation repair and replacement, and shrub replacement along the Civita frontage on Friars Road shall also be included under the respective lump sum bid items, as included in the Bid.

The payment for "**Lawn Replacement**" shall be made at the Contract Unit Price in the Bid.

Weed abatement before, during construction and through the maintenance and monitoring period is subsidiary to the Work. No separate payment shall be made for weed abatement.

## **SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING**

**802-2.1**      **Project Biologist.** To the "WHITEBOOK", ADD the following:

5.      You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.
6.      For purposes of the Landscape revegetation plans, the Project Biologist shall be a person on City Staff or hired by the City who is qualified to work with the Resident Engineer (R.E.) to oversee the ongoing revegetation work.

**802-4**      **PAYMENT.** To the "WHITEBOOK", Item 1, subsection d), DELETE in its entirety and SUBSTITUTE with the following:

- d)      The payment for Biological Monitoring throughout installation and the PEP includes coordination with the City's Project Biologist and shall be included in the associated bid items for landscape Work."

To the "WHITEBOOK", item 1, subsection 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 the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the **"25-Month Revegetation Maintenance and Monitoring Program"** unless otherwise specified.

## **SECTION 901 - INSTALLATION AND CONNECTION**

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

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

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

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

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

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



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

- 1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:
8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP LUP Risk Type 1.**
- 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 R - SWPPP Construction BMP Maintenance Log.**
- 1001-3 STORM WATER POLLUTION PREVENTION PLAN (SWPPP).** To the “WHITEBOOK” ADD the following:
2. Based on a preliminary assessment for this project by the City, this Contract is subject to SWPPP. The Contractor shall be responsible for SWPPP development, implementation, and associated permit fee(s) in accordance with Construction General Permit and WHITEBOOK requirements. The Contractor shall be responsible for all required temporary and permanent BMPs.
-

## TECHNICALS

For Technical Specifications, please refer to the following link:

<https://drive.google.com/drive/folders/1lzLcSAJtVPnYuDqh9JTcsJogdr7fcj0w>

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

## **APPENDIX A**

### **Environmental Reports**

**For Addendum to Mitigation Negative Declaration Document and Final Impact Environmental Impact Report Document, please refer to the following link:**

**<https://drive.google.com/drive/folders/1o1Jahxhzlj8I798pSkMZhgsyoawS0KP>**

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

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



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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire 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>			

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

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



**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



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 MAPS**



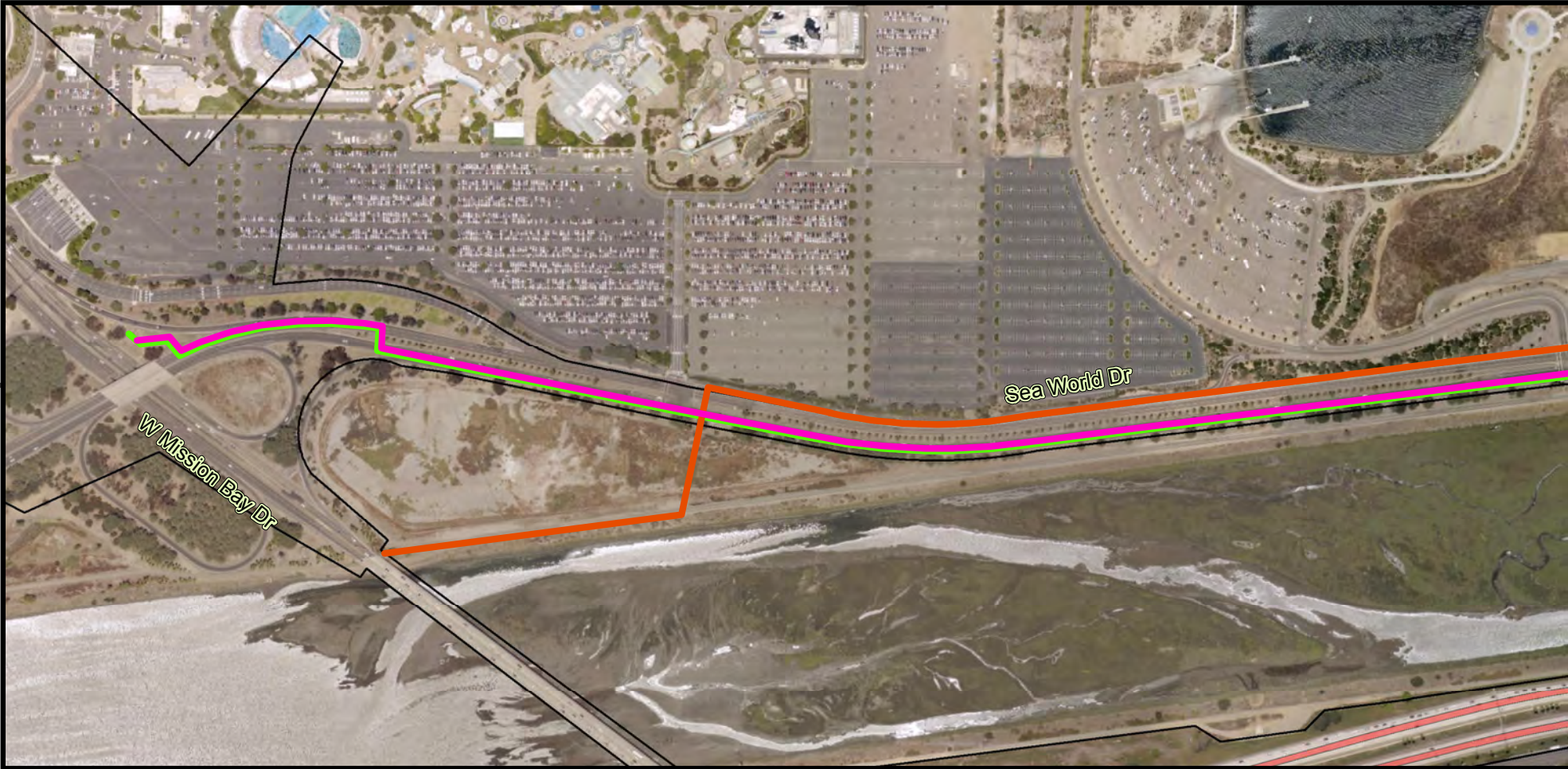
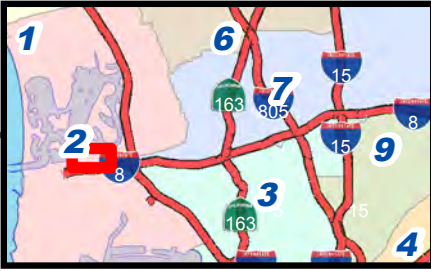
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

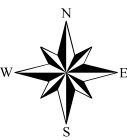
PROJECT ENGINEER  
SCOTT SANFILIPPO  
(619) 533-7497

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)



**Legend:**

- Proposed 12-inch Water Main
- Existing 12-inch Water Main to be abandoned
- Proposed\_24-inch\_Pipeline



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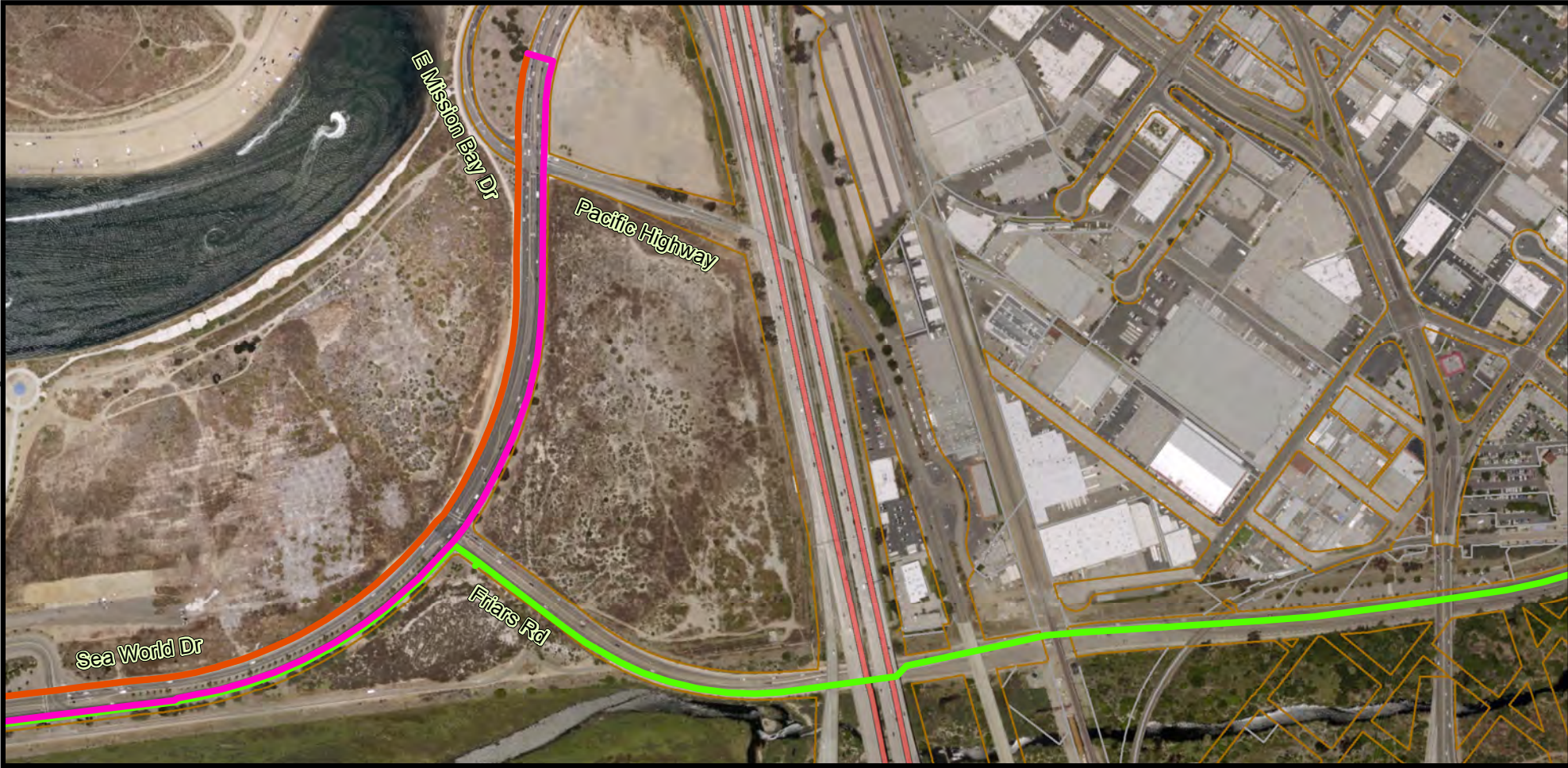
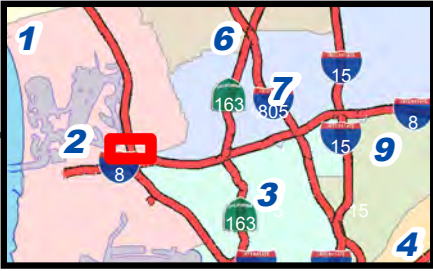
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

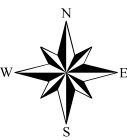
PROJECT ENGINEER  
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- Proposed 12-inch Water Main
- Existing 12-inch Water Main to be abandoned
- Proposed\_24-inch\_Pipeline



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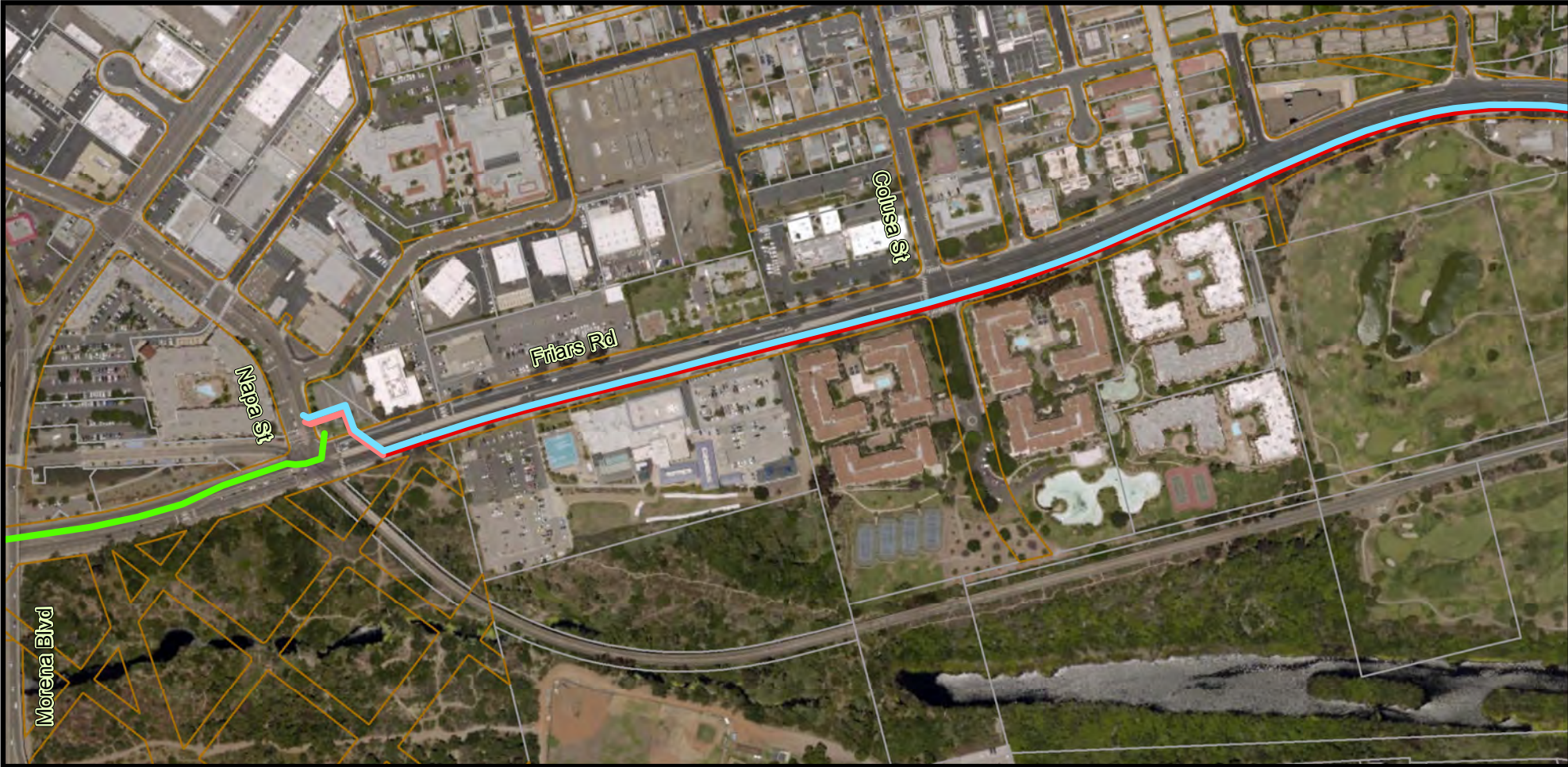
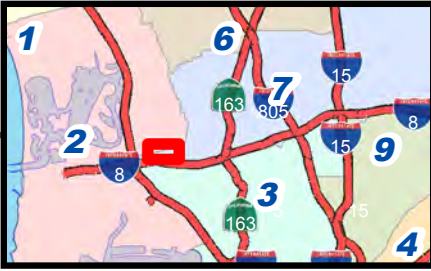
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

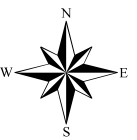
PROJECT ENGINEER  
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(619) 533-7497

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Call: 619-533-4207  
Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)



**Legend:**

- Proposed\_16-inch\_Pipeline
- Proposed\_24-inch\_Pipeline
- Proposed\_36-inch\_Pipeline
- Proposed\_48-inch\_Pipeline



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**ALVARADO 2ND PIPELINE EXTENSION**

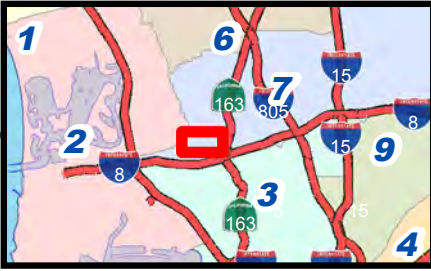
SENIOR ENGINEER  
JAIME RAMOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

PROJECT ENGINEER  
SCOTT SANFILIPPO  
(619) 533-7497

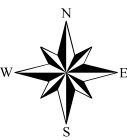
FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)

4 OF 6



**Legend:**

- Proposed\_16-inch\_Pipeline
- Proposed\_48-inch\_Pipeline



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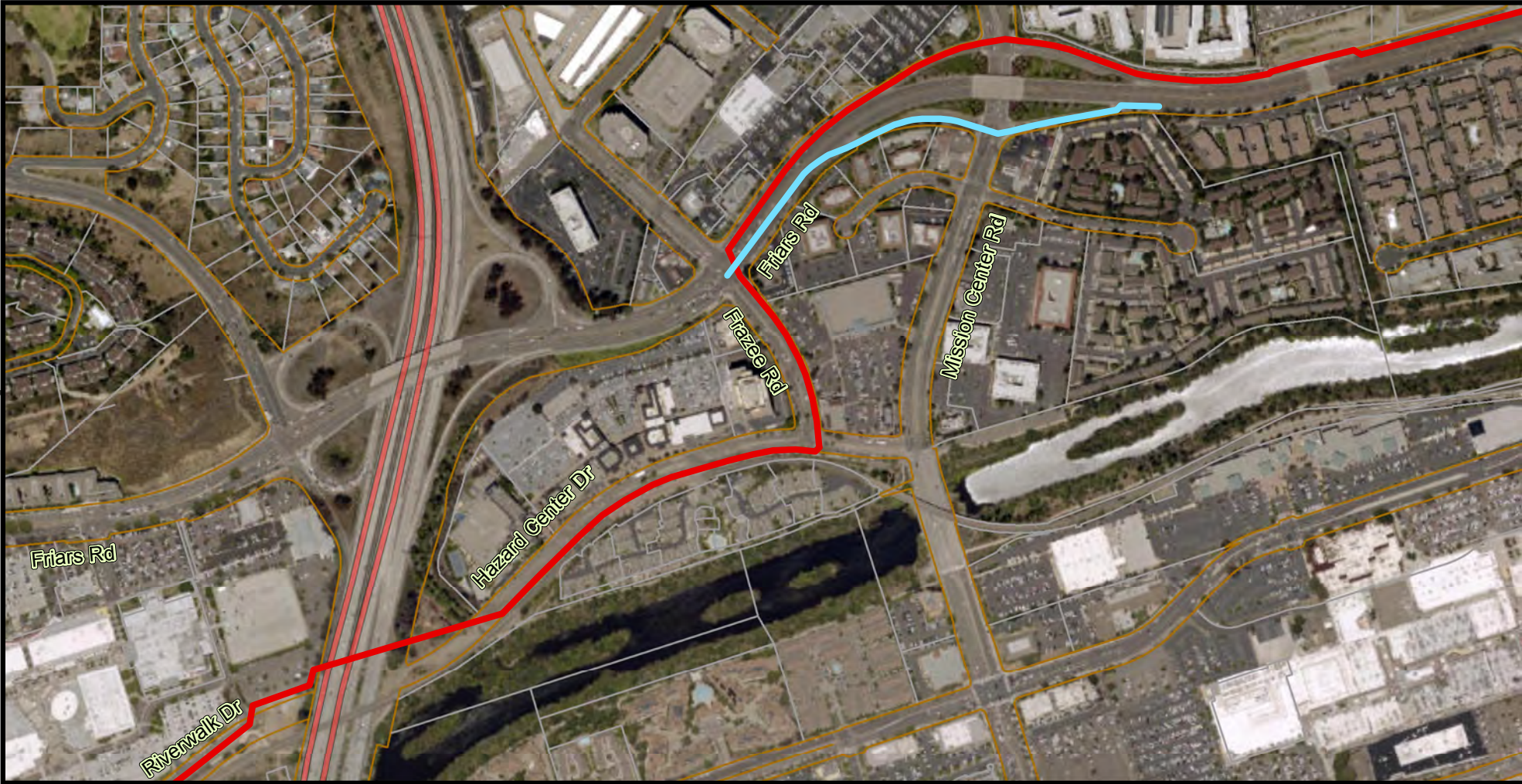
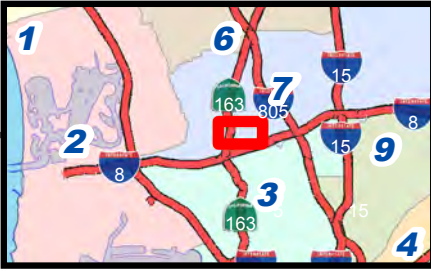
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

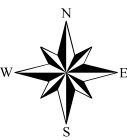
PROJECT ENGINEER  
SCOTT SANFILIPPO  
(619) 533-7497

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)



**Legend:**

- Proposed\_16-inch\_Pipeline
- Proposed\_48-inch\_Pipeline



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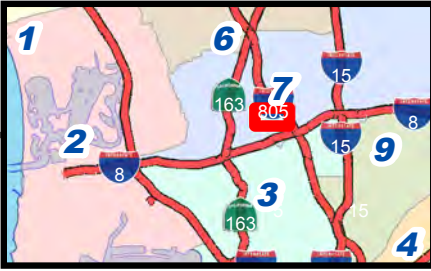
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS  
(619) 533-5103


PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

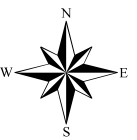
PROJECT ENGINEER  
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(619) 533-7497

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**Legend:**

 Proposed\_48-inch\_Pipeline



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**APPENDIX F**  
**ADJACENT PROJECT MAPS**



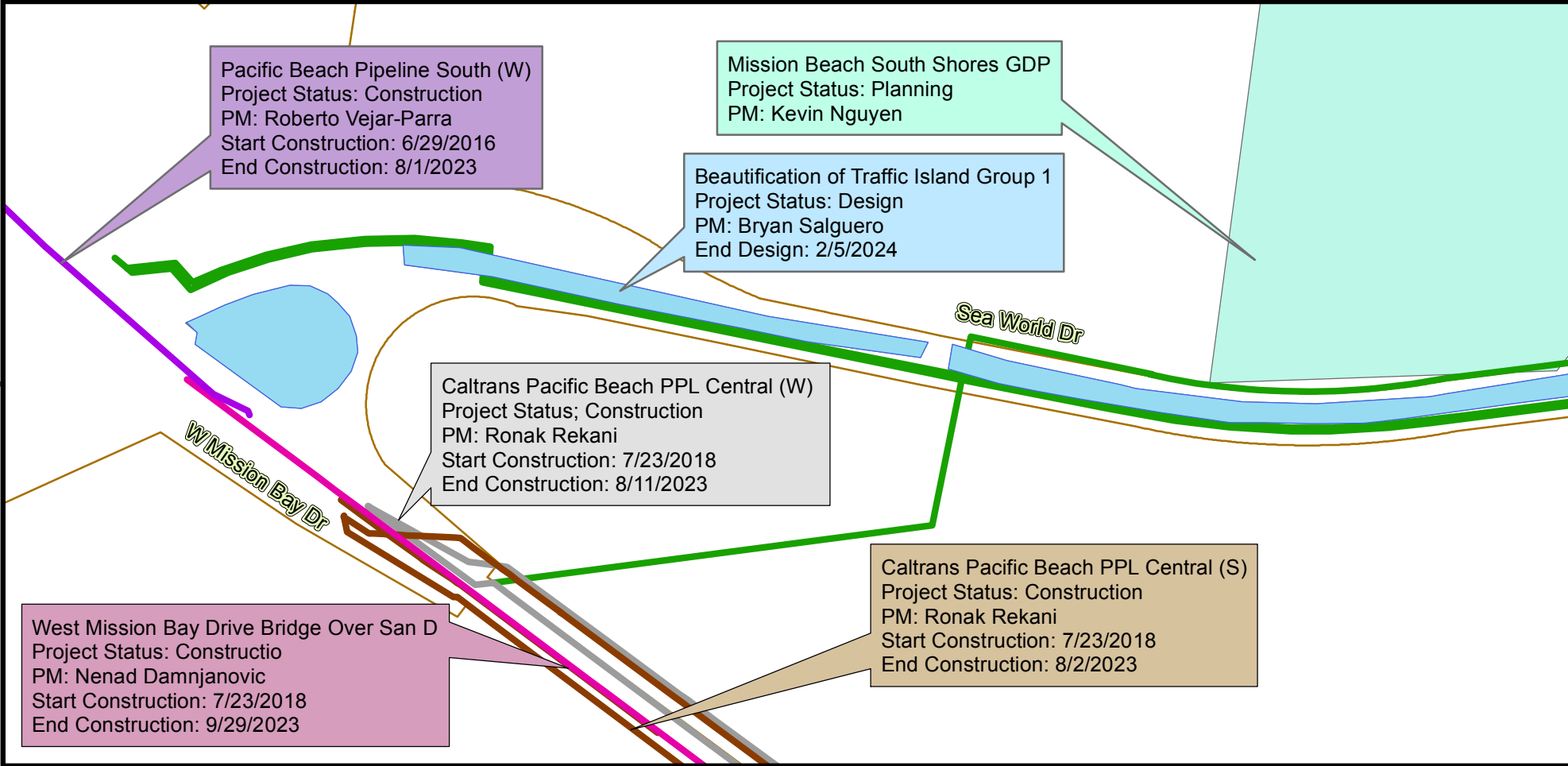
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS-BANUELOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

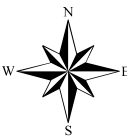
PROJECT ENGINEER  
SCOTT SANFILIPPO  
(619) 533-7497

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Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend:**

- Alvarado 2nd Pipeline Extension
- Pacific Beach Pipeline South (W)
- West Mission Bay Drive Bridge Over San D
- Caltrans Pacific Beach PPL Central (S)
- Caltrans Pacific Beach PPL Central (W)
- Mission Beach South Shores GDP
- Beautification of Traffic Island Group 1



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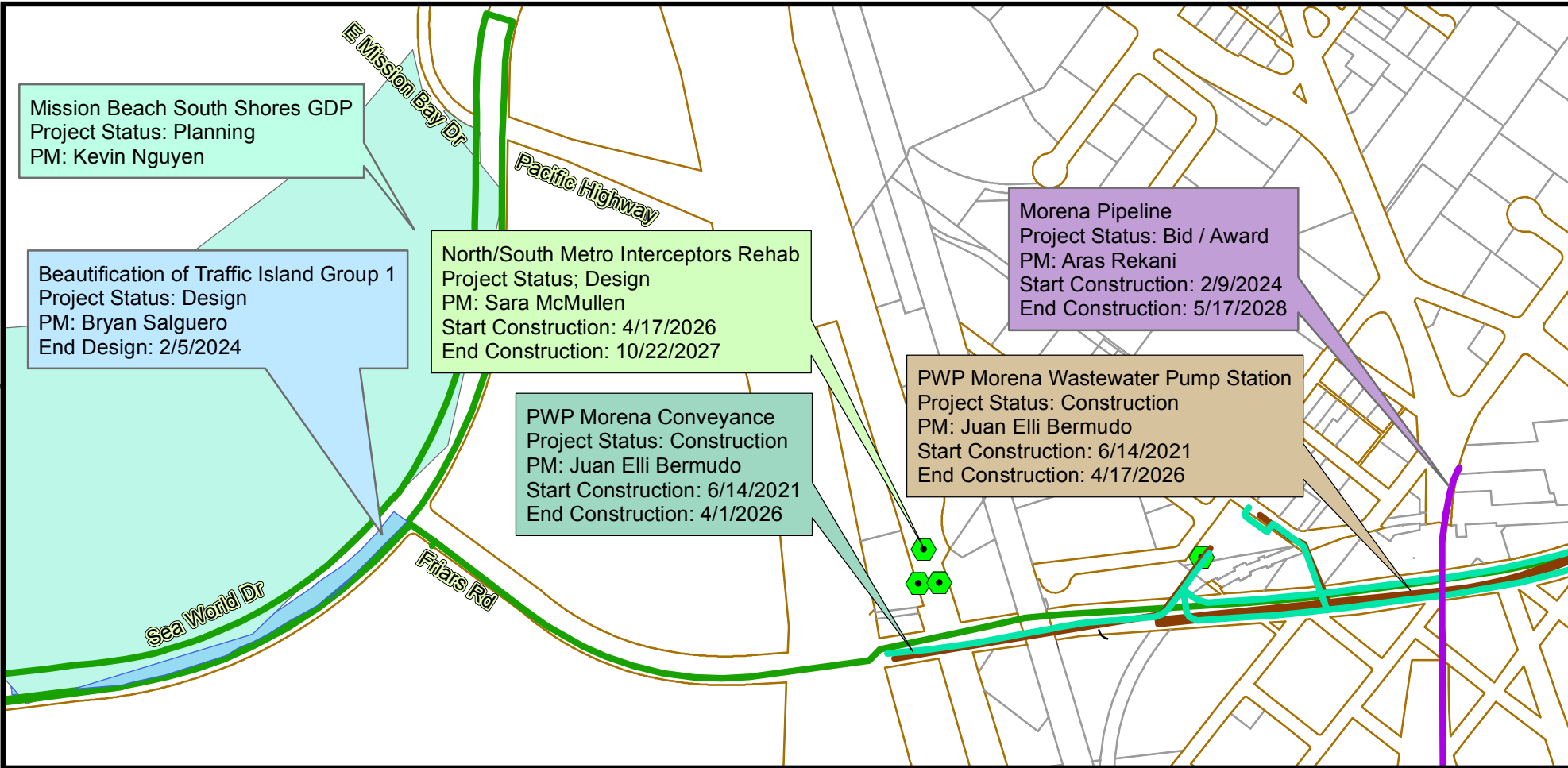
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS-BANUELOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

PROJECT ENGINEER  
SCOTT SANFILIPPO  
(619) 533-7497

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Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)



Mission Beach South Shores GDP  
Project Status: Planning  
PM: Kevin Nguyen

Beautification of Traffic Island Group 1  
Project Status: Design  
PM: Bryan Salguero  
End Design: 2/5/2024

North/South Metro Interceptors Rehab  
Project Status: Design  
PM: Sara McMullen  
Start Construction: 4/17/2026  
End Construction: 10/22/2027

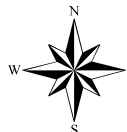
PWP Morena Conveyance  
Project Status: Construction  
PM: Juan Elli Bermudo  
Start Construction: 6/14/2021  
End Construction: 4/1/2026

PWP Morena Wastewater Pump Station  
Project Status: Construction  
PM: Juan Elli Bermudo  
Start Construction: 6/14/2021  
End Construction: 4/17/2026

Morena Pipeline  
Project Status: Bid / Award  
PM: Aras Rehani  
Start Construction: 2/9/2024  
End Construction: 5/17/2028

**Legend:**

- PWP Morena Conveyance
- PWP Morena Wastewater Pump Station
- Morena Pipeline
- Alvarado 2nd Pipeline Extension
- Mission Beach South Shores GDP
- Beautification of Traffic Island Group 1
- North/South Metro Interceptors Rehab



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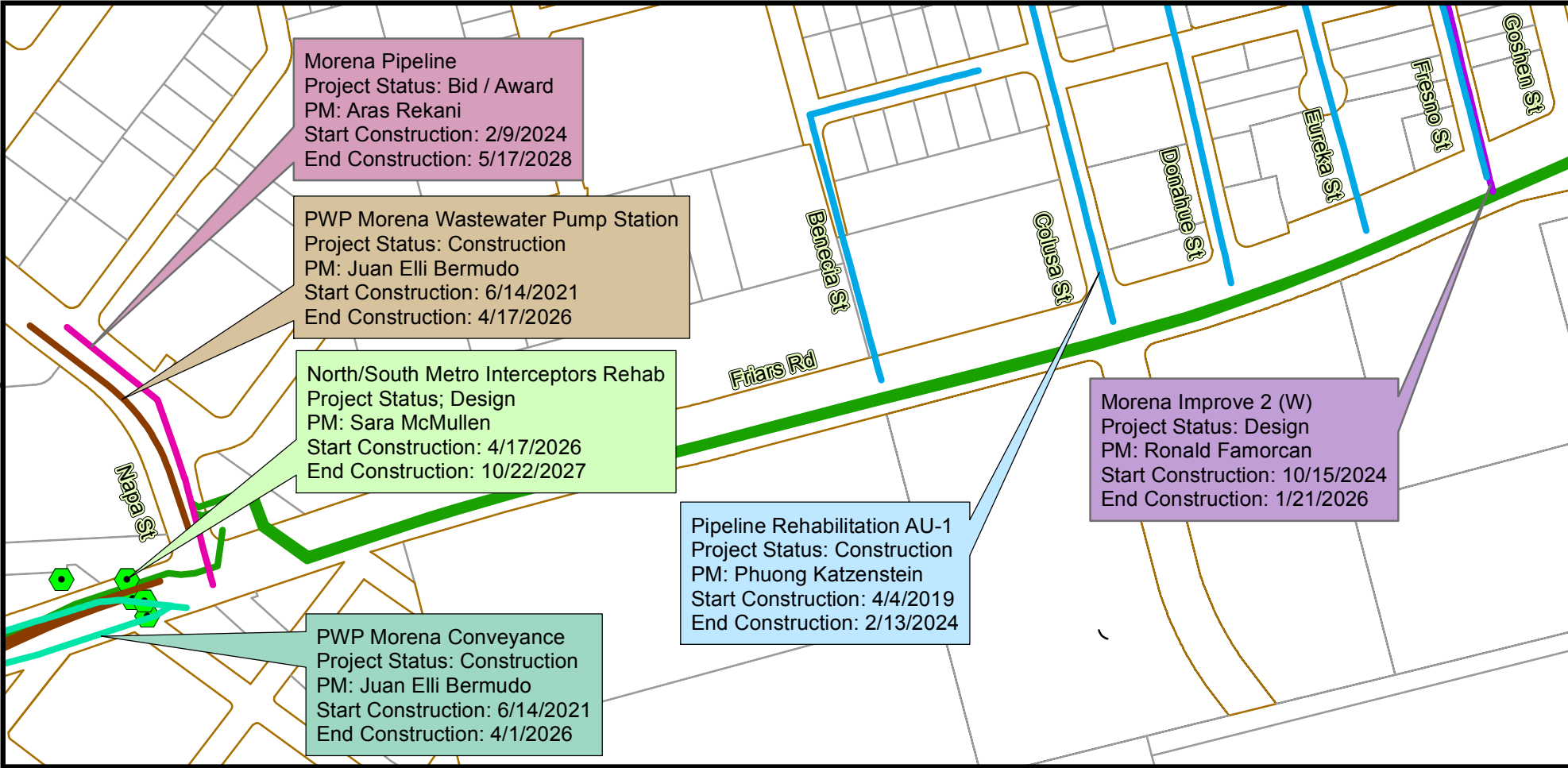
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS-BANUELOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

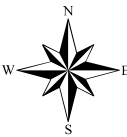
PROJECT ENGINEER  
SCOTT SANFILIPPO  
(619) 533-7497

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Call: 619-533-4207  
Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)



**Legend:**

- Morena Pipeline
- PWP Morena Wastewater Pump Station
- PWP Morena Conveyance
- Pipeline Rehabilitation AU-1
- Morena Improv 2 (W)
- Alvarado 2nd Pipeline Extension
- North/South Metro Interceptors Rehab



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**ALVARADO 2ND PIPELINE EXTENSION**

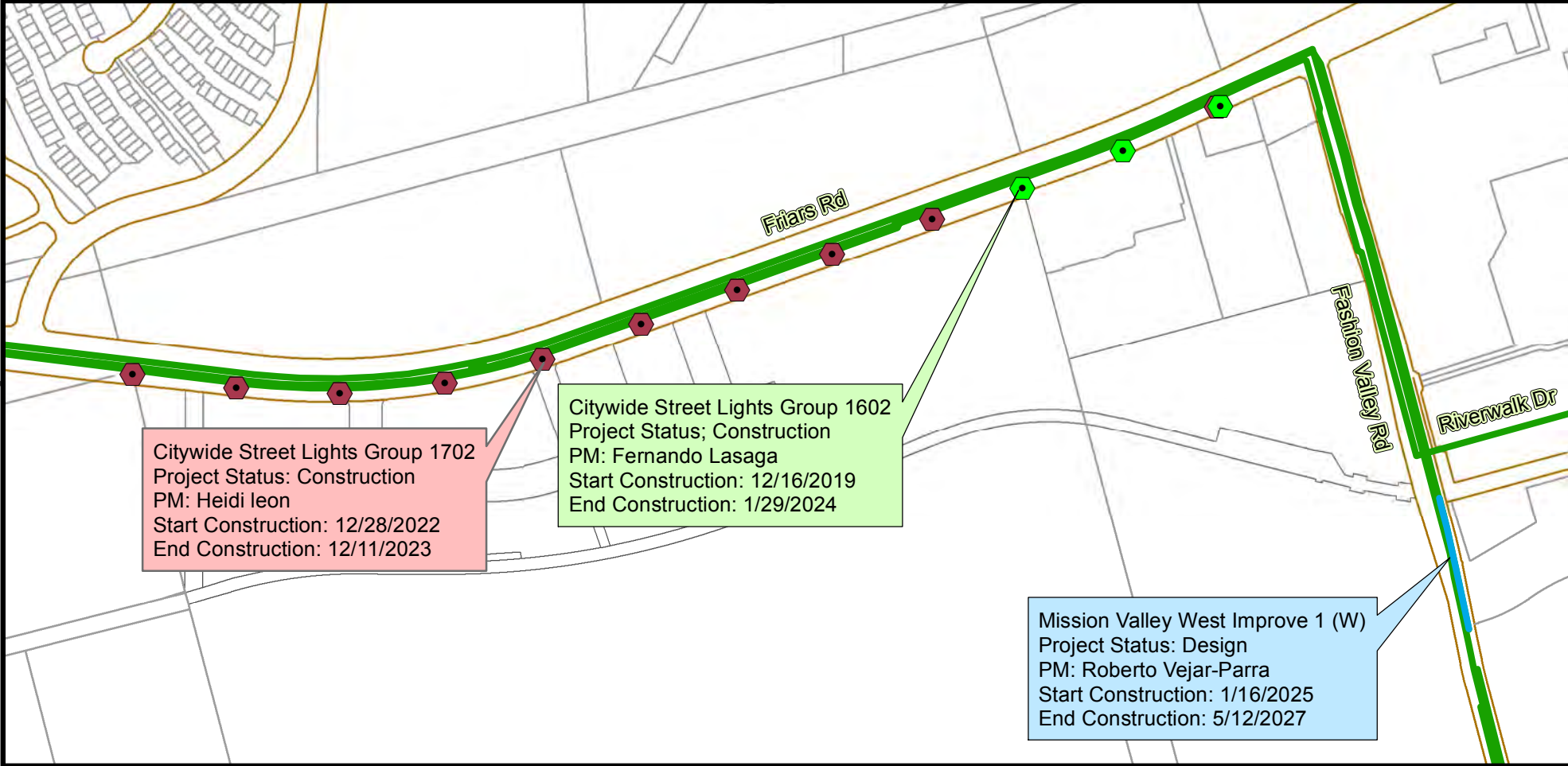
SENIOR ENGINEER  
JAIME RAMOS-BANUELOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

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4 OF 6



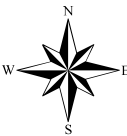
Citywide Street Lights Group 1702  
Project Status: Construction  
PM: Heidi Leon  
Start Construction: 12/28/2022  
End Construction: 12/11/2023

Citywide Street Lights Group 1602  
Project Status; Construction  
PM: Fernando Lasaga  
Start Construction: 12/16/2019  
End Construction: 1/29/2024

Mission Valley West Improve 1 (W)  
Project Status: Design  
PM: Roberto Vejar-Parra  
Start Construction: 1/16/2025  
End Construction: 5/12/2027

**Legend:**

- Mission Valley West Improv 1 (W)
- Alvarado 2nd Pipeline Extension
- Citywide Street Lights Group 1602
- Citywide Street Lights Group 1702



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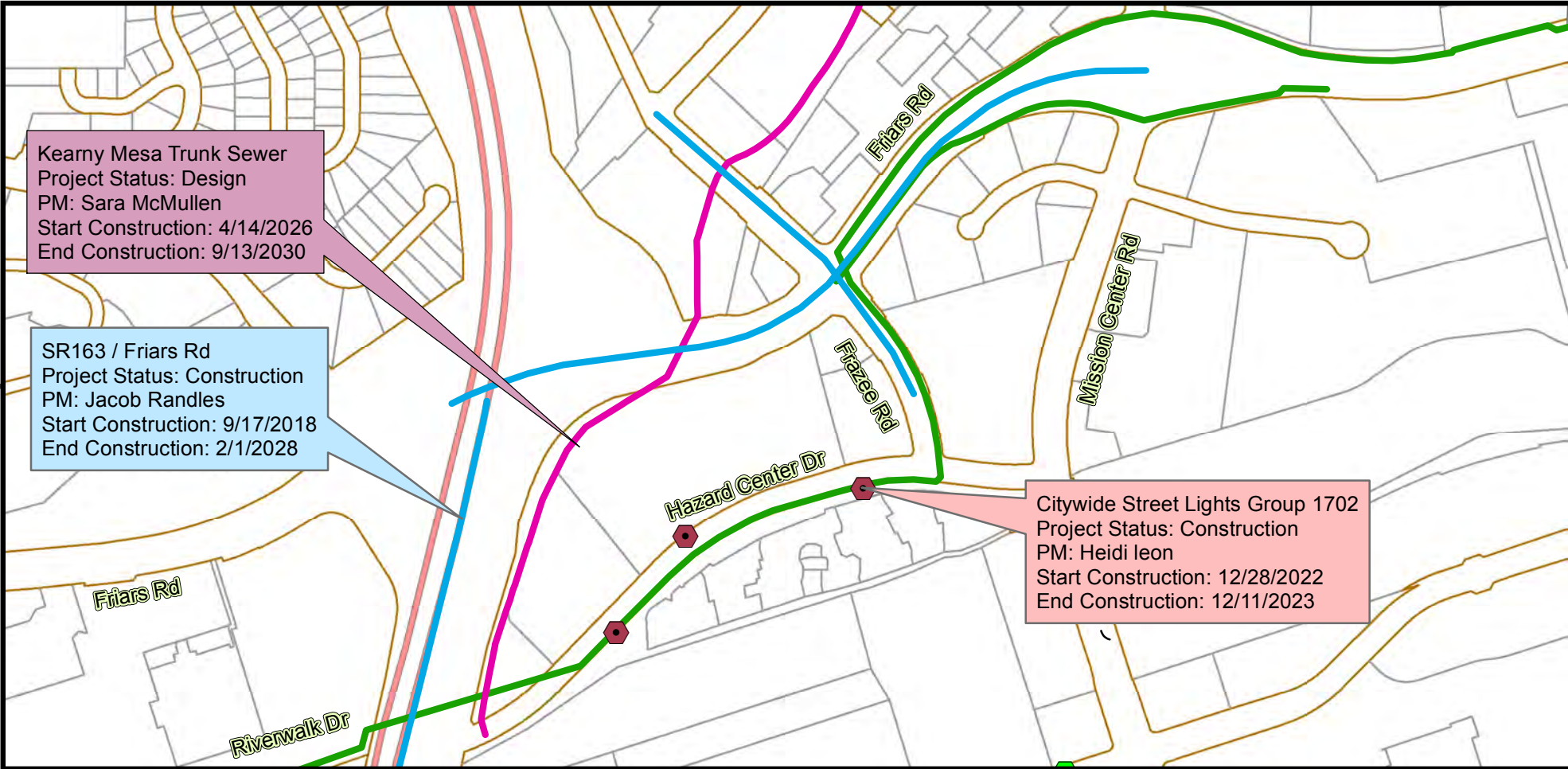
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS-BANUELOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

PROJECT ENGINEER  
SCOTT SANFILIPPO  
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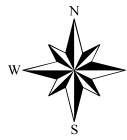
Kearny Mesa Trunk Sewer  
Project Status: Design  
PM: Sara McMullen  
Start Construction: 4/14/2026  
End Construction: 9/13/2030

SR163 / Friars Rd  
Project Status: Construction  
PM: Jacob Randles  
Start Construction: 9/17/2018  
End Construction: 2/1/2028

Citywide Street Lights Group 1702  
Project Status: Construction  
PM: Heidi Leon  
Start Construction: 12/28/2022  
End Construction: 12/11/2023

**Legend:**

- SR 163 / Friars Road
- Kearny Mesa Trunk Sewer
- Alvarado 2nd Pipeline Extension
- ◆ Citywide Street Lights Group 1702



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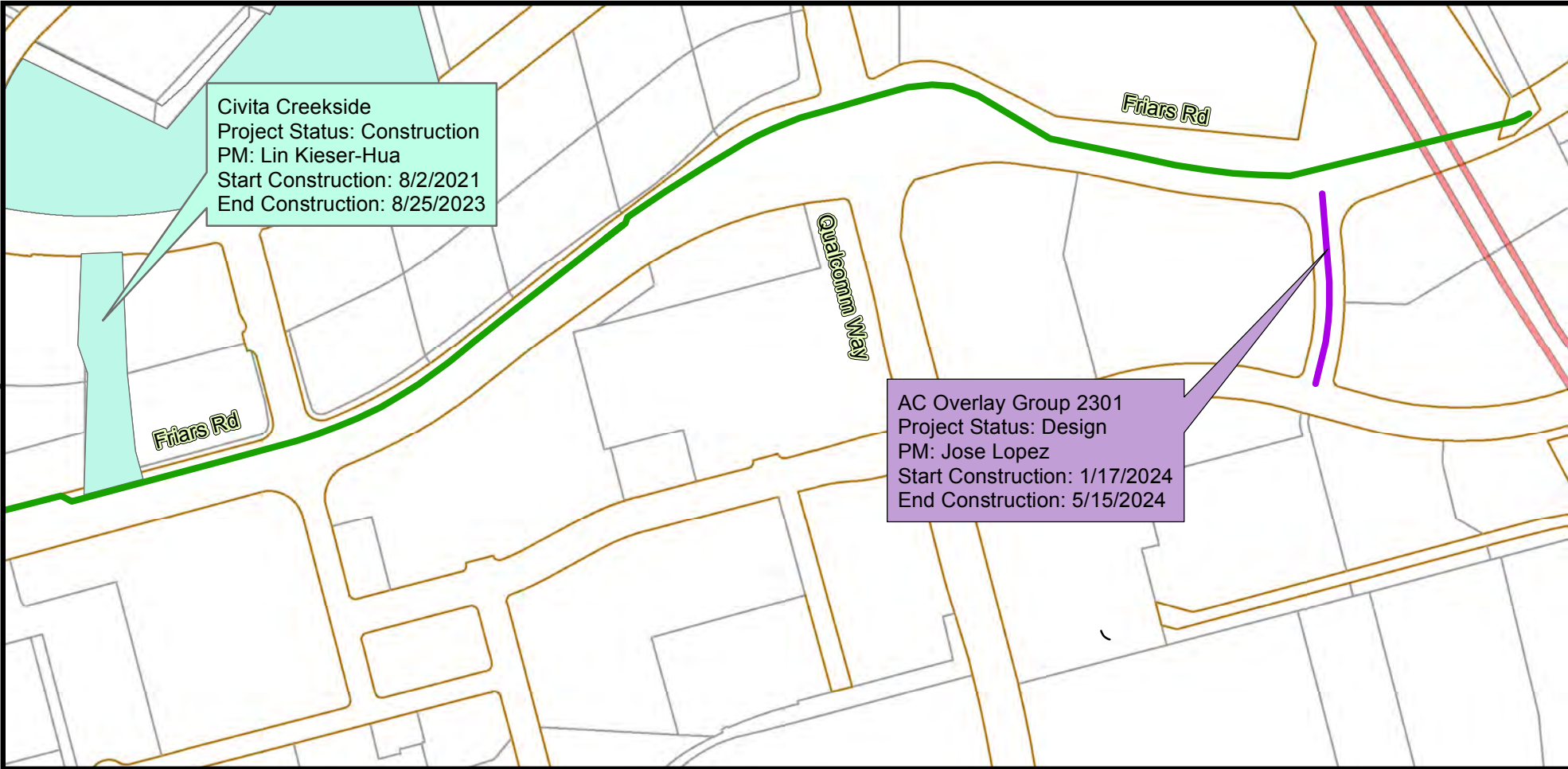
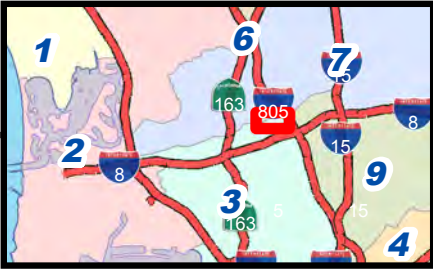
**ALVARADO 2ND PIPELINE EXTENSION**

SENIOR ENGINEER  
JAIME RAMOS-BANUELOS  
(619) 533-5103

PROJECT MANAGER  
JERICO GALLARDO  
(619) 533-7523

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SCOTT SANFILIPPO  
(619) 533-7497

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Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)

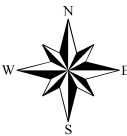


Civita Creekside  
Project Status: Construction  
PM: Lin Kieser-Hua  
Start Construction: 8/2/2021  
End Construction: 8/25/2023

AC Overlay Group 2301  
Project Status: Design  
PM: Jose Lopez  
Start Construction: 1/17/2024  
End Construction: 5/15/2024

**Legend:**

- Mission Beach South Shores GDP
- AC Overlay Group 2301
- Alvarado 2nd Pipeline Extension



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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:

\_\_\_\_\_

\_\_\_\_\_



**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](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)), and as follows:

<b>Project Name:</b>		<b>WBS No.:</b>		<b>Watershed No.</b>	
<b>Qualified Person Conducting Tests:</b>		<b>signature</b>			

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 <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes <small>Report exceedence to RE &amp; complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Start</b>  <b>End</b>  <b>Date:</b> <b>Time:</b>  <b>Date:</b> <b>Time:</b>	<b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<b>TSW</b> <small>(All Categories)</small>	<b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<b>PUD</b> <small>(All Categories)</small>	<b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<b>Water Board</b> <small>(Large Volume Only)</small>	<b>Inlet Protection</b>		<b>Turbidity</b>	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	<b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<b>Erosion Controls</b>									
			<b>Sediment Controls</b>		<b>pH</b>	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes <small>Report exceedence to RE &amp; complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Start</b>  <b>End</b>  <b>Date:</b> <b>Time:</b>  <b>Date:</b> <b>Time:</b>	<b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<b>TSW</b> <small>(All Categories)</small>	<b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<b>PUD</b> <small>(All Categories)</small>	<b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<b>Water Board</b> <small>(Large Volume Only)</small>	<b>Inlet Protection</b>		<b>Turbidity</b>	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	<b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<b>Erosion Controls</b>									
			<b>Sediment Controls</b>		<b>pH</b>	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

## Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

<b>Event #1</b>	
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.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

<b>Event #2</b>	
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.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

## 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	<a href="mailto:SWPPP@SanDiego.gov">SWPPP@SanDiego.gov</a>
PUD	3 days prior to all discharges	<a href="mailto:CompReports@SanDiego.gov">CompReports@SanDiego.gov</a> <a href="mailto:Rdavenport@SanDiego.gov">Rdavenport@SanDiego.gov</a>
San Diego Water Board	3 days prior to Large Volume discharges	<a href="mailto:SanDiego@WaterBoards.ca.gov">SanDiego@WaterBoards.ca.gov</a> <a href="mailto:Ben.Neill@WaterBoards.ca.gov">Ben.Neill@WaterBoards.ca.gov</a>
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: <a href="mailto:Joseph.Palmer@SDCounty.ca.gov">Joseph.Palmer@SDCounty.ca.gov</a> <a href="mailto:Dominique.Edwards@SDCounty.ca.gov">Dominique.Edwards@SDCounty.ca.gov</a>
	3 days prior if enter county MS4 or unincorporated County	WPP: <a href="mailto:Nicholas.DeValle@SDCounty.ca.gov">Nicholas.DeValle@SDCounty.ca.gov</a> <a href="mailto:LUEG.Watersheds@sdcounty.ca.gov">LUEG.Watersheds@sdcounty.ca.gov</a>

- 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:

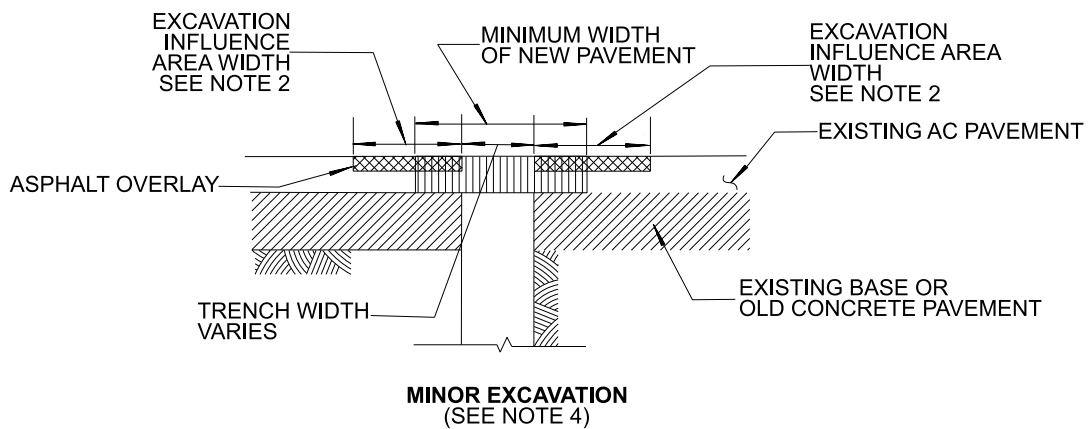
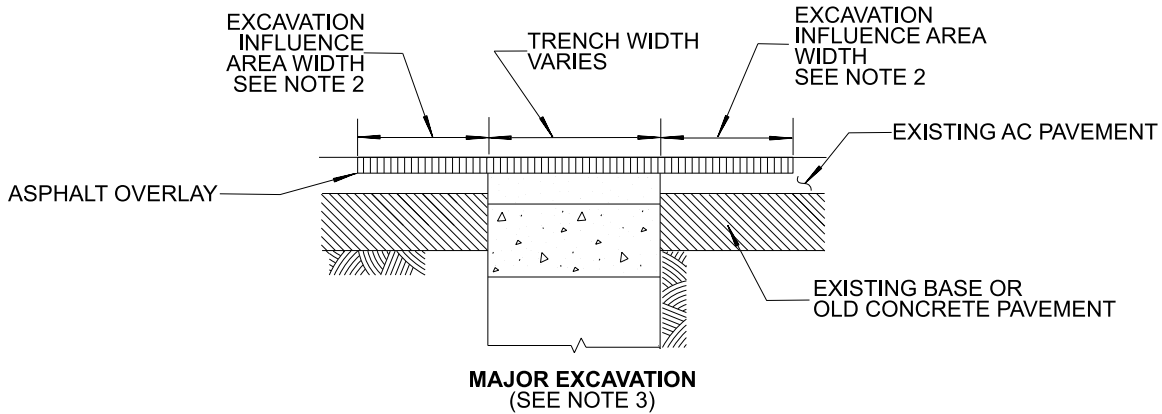
Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 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**  
**STANDARD DRAWINGS**

# STANDARD DRAWINGS



**NOTES:**

1. EXCAVATION INFLUENCE AREA MEANS THE AREA THAT IS IMPACTED BY THE EXCAVATION AS DETERMINED BY THE ENGINEER AND EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SET FORTH IN THE TABLE 62-12A IN SECTION 62.1209 OF SAN DIEGO MUNICIPAL CODE.
2. THE EXCAVATION INFLUENCE AREA EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SHOWN IN TABLE 1.

**TABLE 1. EXCAVATION INFLUENCE AREA WIDTH**

STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES
ARTERIAL STREETS	62 INCHES	51 INCHES
MAJOR STREETS	71 INCHES	55 INCHES
COLLECTOR STREETS	82 INCHES	43 INCHES
RESIDENTIAL STREETS	74 INCHES	46 INCHES

3. MAJOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH GREATER THAN 6 INCHES IN WIDTH OR GREATER THAN 3 FEET IN DEPTH.
4. MINOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH 6 INCHES OR LESS IN WIDTH AND 3 FEET OR LESS IN DEPTH.

SHEET 1 OF 2

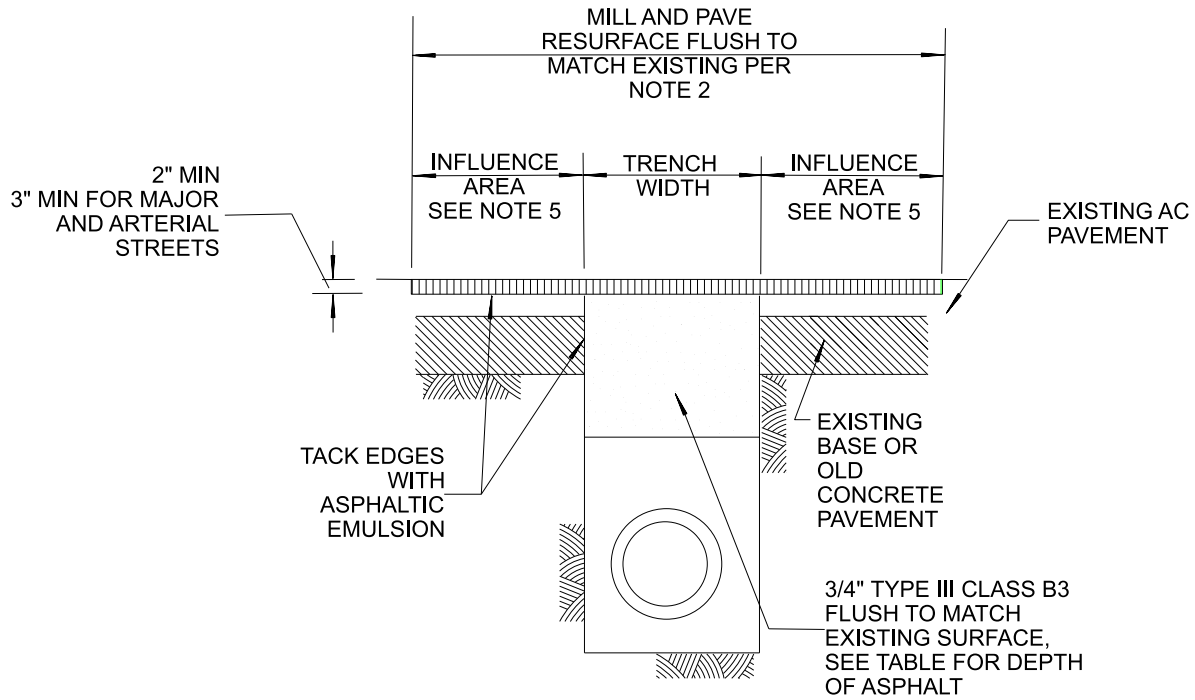
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		R. AMEN	09/23			
				<b>PAVEMENT RESTORATION GENERAL NOTES</b>	<b>DRAFT</b>	
					COORDINATOR R.C.E. 81047	DATE
					DRAWING NUMBER	<b>SDG-105</b>

**NOTES (CONTINUED):**

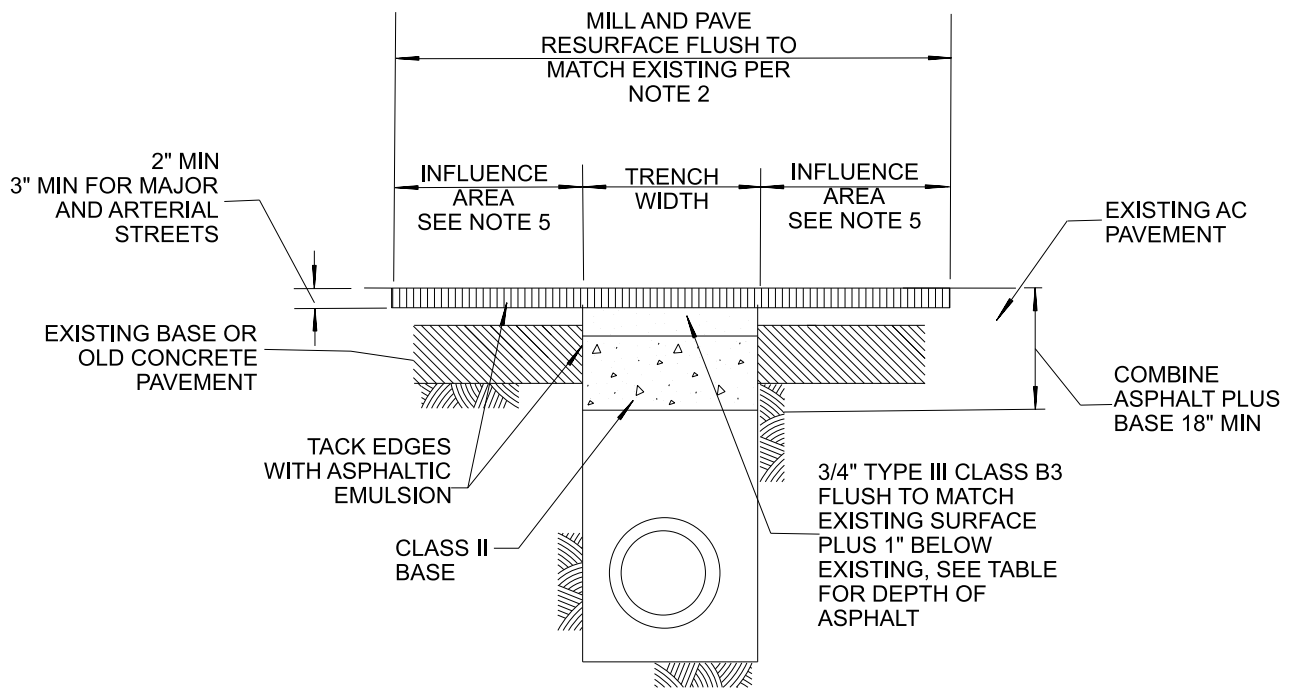
5. ADDITIONAL REPAIRS FOR MAJOR EXCAVATIONS AND MINOR EXCAVATIONS (FOR WET AND DRY UTILITIES): THE PURPOSE OF THE ADDITIONAL PAVEMENT REPAIRS, INCLUDING BUT NOT LIMITED TO BASE AND SUB-BASE REPAIRS, DIG-OUTS, INLAYS, IS TO RESTORE THE SURFACE PAVEMENT TO ITS ORIGINAL CONDITION AND TO ENSURE PUBLIC SAFETY.
6. REPAIRS TO THE EXISTING PAVEMENT WITH OBSERVABLE FAILURES WITHIN THE EXCAVATION INFLUENCE AREA PER TABLE 1 SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER. THE EXCAVATION INFLUENCE AREA IS MEASURED FROM THE OUTER EDGE OF THE TRENCH CUT EXCAVATION AND MUST BE RESURFACED REGARDLESS OF THE EXISTENCE OF OBSERVABLE FAILURE.
7. FOR ALTERNATIVE COMPLIANCE, PAVEMENT RESTORATION (MILL AND PAVE) MAY EXTEND TO THE FULL WIDTH OF OF THE IMPACTED TRAVEL LANE(S) WHERE THE STREET DAMAGE FEE WILL BE WAIVED. FOR UNMARKED TRAVEL LANES, THE CENTERLINE OF THE STREET OR INTERSECTION WILL BE CONSIDERED AS A REFERENCE FOR THE EXTENT OF THE LANE WIDTH TO CURB LINE OR POINT OF CURB RETURN (PCR).

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		R. AMEN	09/23		<b>DRAFT</b>
				<b>PAVEMENT RESTORATION GENERAL NOTES</b>	COORDINATOR R.C.E. 81047 DATE
					DRAWING NUMBER <b>SDG-105</b>



**TYPE 1**



**TYPE 2**

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE
ORIGINAL		J.P. CASEY	12489
UPDATED	KA	J. NAGELVOORT	4/13
UPDATED	BB	J. NAGELVOORT	1/14
UPDATED	LS	J. NAGELVOORT	02/16
UPDATED	JN	J. NAGELVOORT	11/17
REDRAFTED	CD	J. NAGELVOORT	09/18
UPDATED	ED	R. AMEN	09/23

CITY OF SAN DIEGO - STANDARD DRAWING

**PAVEMENT RESTORATION FOR  
ASPHALT CONCRETE SURFACED STREETS -  
MAJOR EXCAVATION**

RECOMMENDED BY THE CITY  
OF SAN DIEGO STANDARDS COMMITTEE

**DRAFT**

COORDINATOR R.C.E. 81047 DATE

DRAWING  
NUMBER **SDG-107**



**TABLE 1**

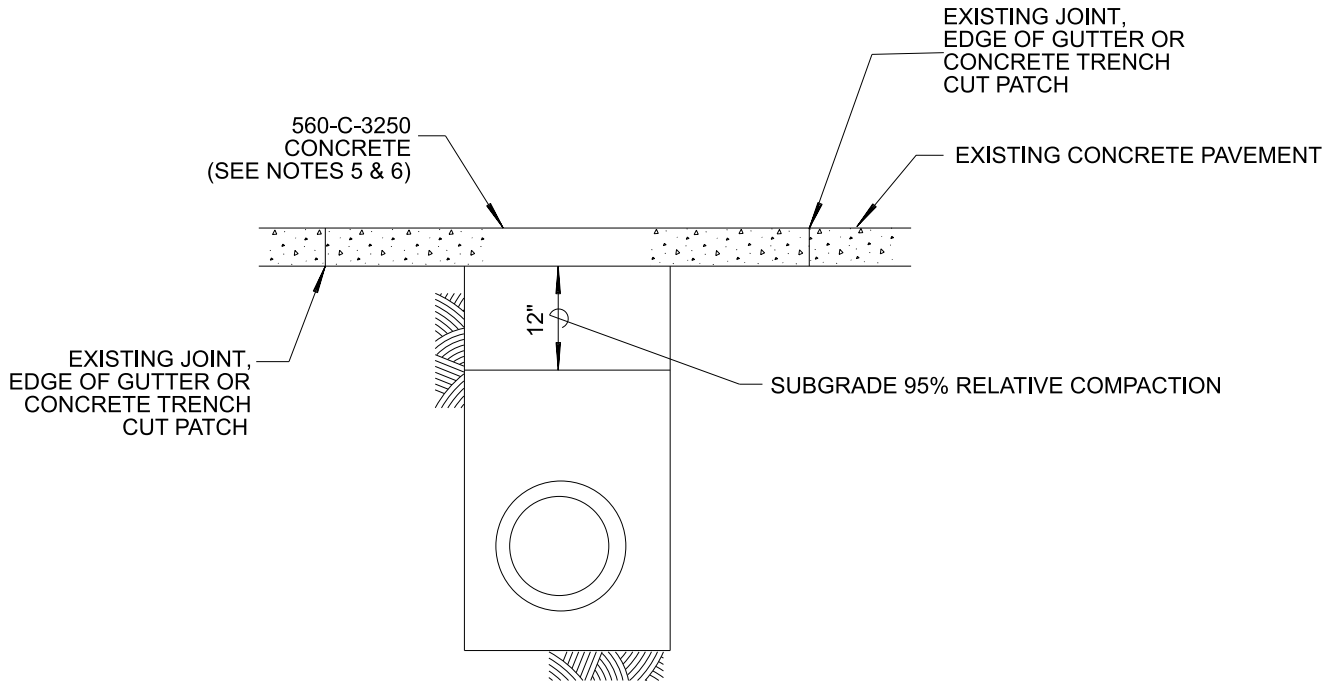
	TYPE 1	TYPE 2
	ASPHALT	ASPHALT PLUS BASE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9".
MAJOR	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.

**NOTES:**

1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
2. IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE, ASPHALT TRENCH CAPS SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 CALENDAR DAYS AFTER INITIAL ASPHALT PLACEMENT.
3. IF THE STREET IS NOT SUBJECT TO CURB TO CURB ASPHALT OVERLAY, IT MUST COMPLETE FINAL STREET RESTORATION WITHIN 180 CALENDAR DAYS OF THE TRENCH CAP.
4. WHEN DIRECTED BY CITY ENGINEER OR SHOWN ON THE PLANS, CONCRETE PER SDG-108 (NOTE #5) MAY BE PLACED; A 1/8" - 1/4" WEARING SURFACING OF TYPE III CLASS F ASPHALT CONCRETE WILL BE REQUIRED.
5. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.
6. EXCAVATOR SHALL ASPHALT OVERLAY IN MORATORIUM STREETS UNDER MORATORIUM DUE TO NEW CONSTRUCTION, RECONSTRUCTION, OR ASPHALT OVERLAY WITHIN 180 WORKING DAYS AFTER THE ENGINEER APPROVES THE TRENCH REPAIR.

SHEET 2 OF 2

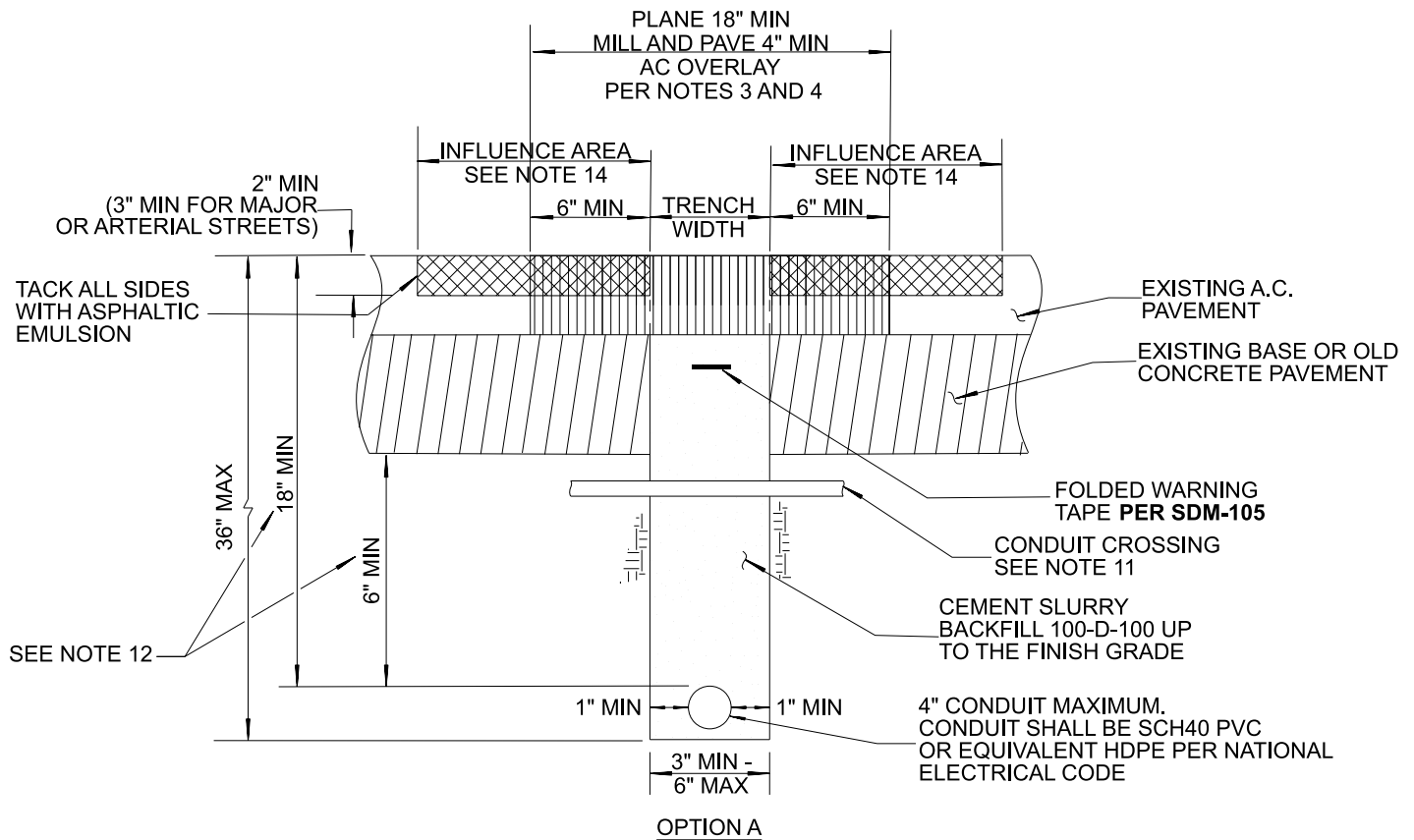
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		J.P. CASEY	12489			
UPDATED	KA	J. NAGELVOORT	4/13	<b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MAJOR EXCAVATION</b>	<b>DRAFT</b>	
UPDATED	BB	J. NAGELVOORT	1/14			COORDINATOR R.C.E. 81047 DATE
UPDATED	LS	J. NAGELVOORT	02/16		DRAWING	<b>SDG-107</b>
UPDATED	JN	J. NAGELVOORT	11/17		NUMBER	
REDRAFTED	CD	J. NAGELVOORT	09/18			
UPDATED	ED	R. AMEN	10/23			



**NOTES:**

1. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION) OR TO THE EDGE OF THE GUTTER. IF NO GUTTER IS PRESENT, EXTEND THE RESTORATION TO THE NEAREST CURB.
  - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES THAT ARE 4'-0" OR LESS FROM THE EDGE OF THE EXCAVATION, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE REMOVING THE EXISTING TRENCH CUT PATCHES AND REPLACING IT WITHIN THE NEW PCC CONSTRUCTION FOR THE NEW PANEL.
  - B. IF TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINTS CAN BE INSTALLED TO THE EXTENTS OF THE RIGHT-OF-WAY.
2. PRIOR TO PLACING CONCRETE, PAVEMENT EDGES SHALL BE TRIMMED TO NEAT HORIZONTAL AND VERTICAL LINES.
3. UNLESS OTHERWISE SPECIFIED, CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" FOR ALLEYS, 7" FOR LOCAL THROUGH FOUR LANE COLLECTOR STREETS AND 9" THICK FOR ALL MAJOR OR GREATER STREET CLASSIFICATIONS.
4. ANY STREET TRENCH 7'-0" IN WIDTH OR GREATER AND LONGER THAN 100'-0" IN LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION **PER SCHEDULE "J" (SDG-113)**. STREET TRENCH SECTIONS 7'-0" IN WIDTH OR GREATER BUT LESS THAN 100'-0" IN OVERALL LENGTH SHALL BE RESURFACED TO A THICKNESS OF 1" GREATER THAN REQUIRED BY NOTE 3 ABOVE.
5. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (W/O CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (W/CC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
6. IN FOUR-LANE MAJOR OR GREATER STREETS, AN APPROVED SET ACCELERATING ADMIXTURE SUCH AS CALCIUM CHLORIDE, SHALL BE USED IN THE CONCRETE.
7. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF THE TRENCH WORK WITHIN A STREET SEGMENT.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		J.CASEY	01/89		<b>PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MAJOR EXCAVATION</b>	<b>DRAFT</b>
UPDATED	KA	J. NAGELVOORT	01/12	COORDINATOR		R.C.E. 81047
UPDATED	BB	J. NAGELVOORT	01/14	DATE		
UPDATED	BB	J. NAGELVOORT	03/15	DRAWING		
REDRAFTED	CD	J. NAGELVOORT	09/18	NUMBER		<b>SDG-108</b>
UPDATED	FM	R. AMEN	09/23			



**NOTES (OPTION A):**

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
  - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
  - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
  - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING		RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE		
ORIGINAL		BAHMANIAN	04/86	<b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION</b> <b>OPTION A - ONE CONDUIT</b>		<b>DRAFT</b>		
UPDATED	AA	J. NAGELVOORT	02/16			COORDINATOR	R.C.E. 81047	DATE
UPDATED	LS	M. GIBSON	05/17			<b>SDG-117A</b>		
REDRAFTED	CD	J. NAGELVOORT	09/18					
UPDATED	LS	J. NAGELVOORT	04/21					
UPDATED	RC	R. AMEN	10/23					

**NOTES (CONTINUED FOR OPTION A):**

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 2 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION A - ONE CONDUIT</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b>
ORIGINAL		BAHMANIAN	0486		
UPDATED	AA	J. NAGELVOORT	02/16		DRAWING NUMBER <b>SDG-117A</b>
UPDATED	LS	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		

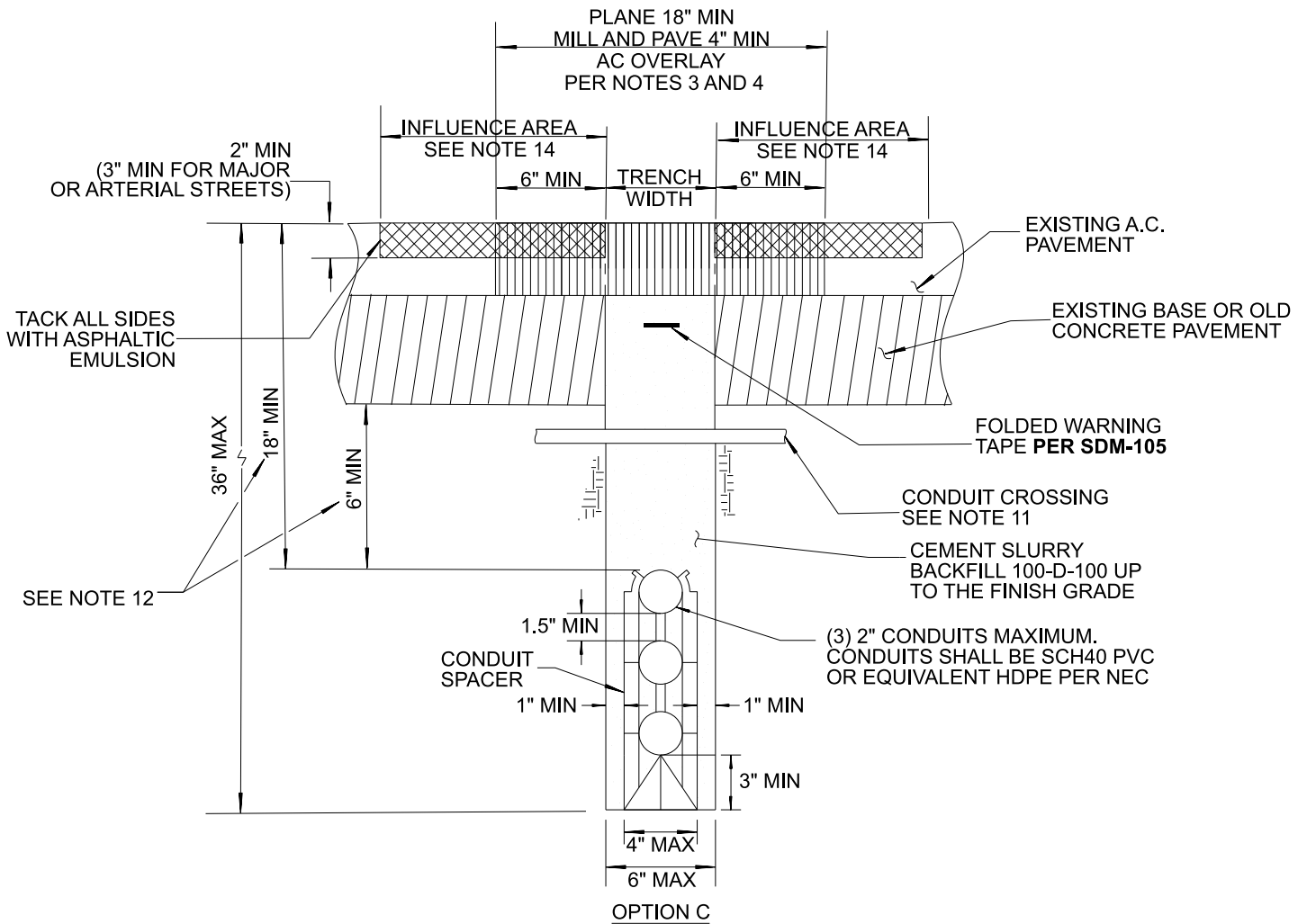


**NOTES (CONTINUED FOR OPTION B):**

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC PAVEMENT RESTORATION IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 4 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	0486			
UPDATED	AA	J. NAGELVOORT	02/16	<b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACE STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS</b>	<b>DRAFT</b>	
UPDATED	LS	M. GIBSON	05/17			COORDINATOR R.C.E. 81047 DATE
REDRAFTED	CD	J. NAGELVOORT	0918		DRAWING	<b>SDG-117B</b>
UPDATED	LS	J. NAGELVOORT	0421		NUMBER	
UPDATED	RC	R. AMEN	1023			



**NOTES (OPTION C):**

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
  - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
  - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
  - D. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.

SEE ADDITIONAL NOTES ON SHEET 6

SHEET 5 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	04/86		<b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION C - THREE CONDUITS</b>
UPDATED	AA	J. NAGELVOORT	02/16	COORDINATOR R.C.E. 81047 DATE	
UPDATED	LS	M. GIBSON	05/17	DRAWING NUMBER	
REDRAFTED	CD	J. NAGELVOORT	09/18	<b>SDG-117C</b>	
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		

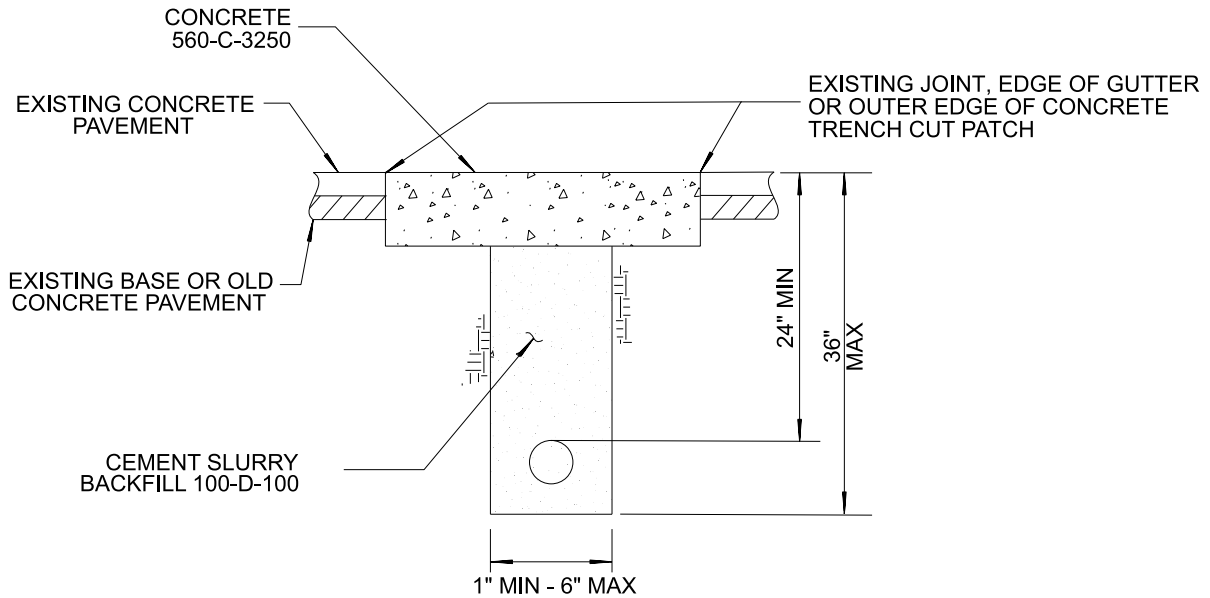
**NOTES (CONTINUED FOR OPTION C):**

3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS **SEE SDG-107** (NOTE #3) AND FOR CONCRETE SURFACED STREETS **SEE SDG-108**.
9. FOR PLACEMENT OF ADDITIONAL CONDUITS THAT EXCEED THE MAXIMUM ALLOWABLE TRENCH DIMENSIONS IN **SDG-117C** USE **SDG-119**.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18" MINIMUM FROM TOP OF PAVEMENT OR 6" MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CONDUIT DUCT SPACERS SHALL BE USED TO MAINTAIN A 3 INCH MINIMUM SEPARATION FROM THE BOTTOM OF THE TRENCH AND 1 INCH SEPARATIONS FROM THE SIDES OF THE TRENCH TO INSURE SLURRY ENCAPSULATION OF THE CONDUIT PACKAGE.
14. SPACERS SHALL BE PLACED EVERY 6 FEET ON CENTER ALONG THE ALIGNMENT OF THE CONDUIT.
15. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
16. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 6 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION C - THREE CONDUITS</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	0486		<b>DRAFT</b>
UPDATED	AA	J. NAGELVOORT	02/16		COORDINATOR R.C.E. 81047 DATE
UPDATED	LS	M. GIBSON	05/17		DRAWING NUMBER <b>SDG-117C</b>
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		

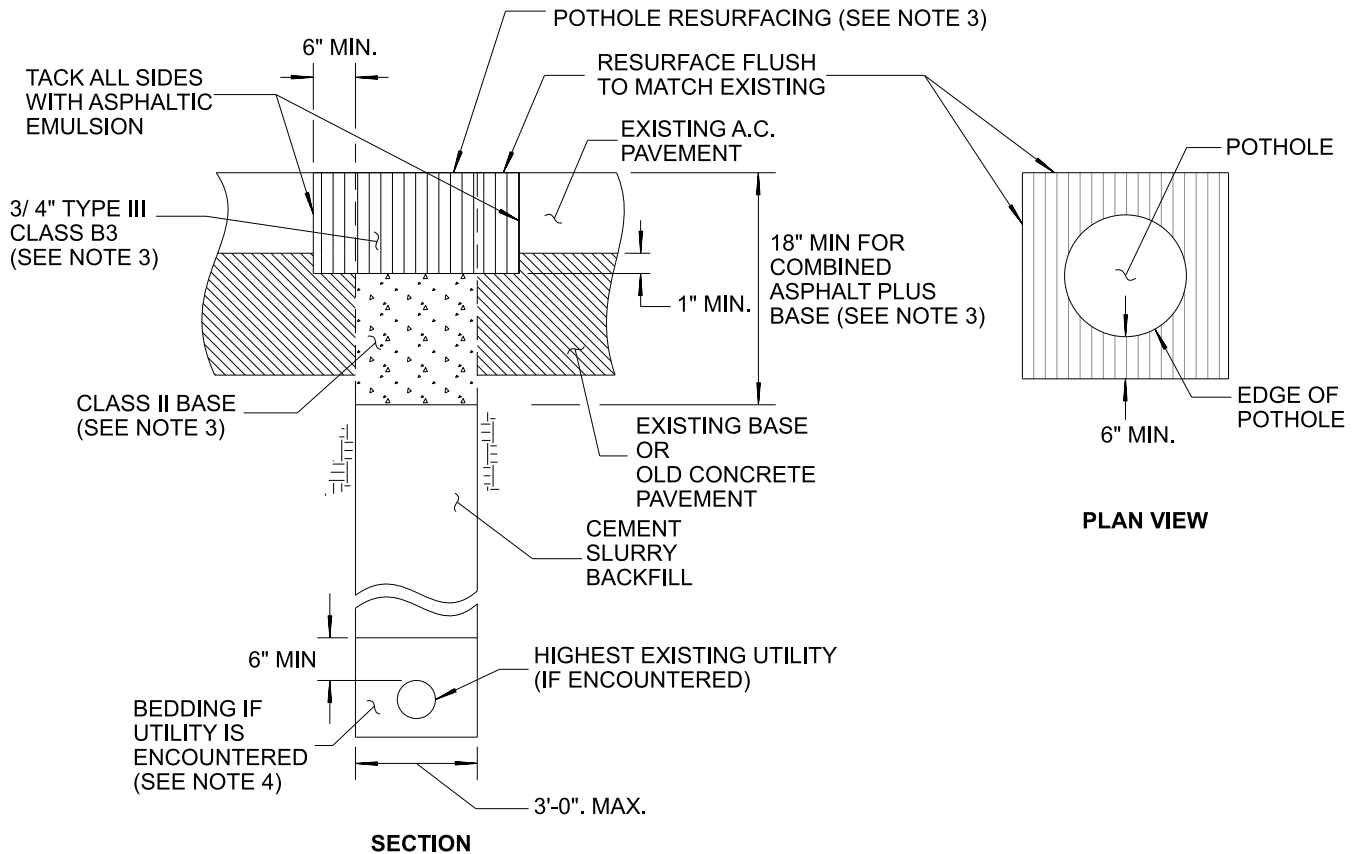




**NOTES:**

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES, AND MAY CONTAIN 30% MAXIMUM 3/8" ROCK.
2. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH 306-6. CONCRETE MAY BE PLACED IMMEDIATELY FOLLOWING SLURRY BACKFILL
3. CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" THICK IN ALLEY OR LOCAL RESIDENTIAL STREETS AND 7" THICK IN ALL OTHER STREETS. **SEE NOTE #5 IN SDG-108** FOR CONCRETE CLASS OPTIONS AND CURING REQUIREMENTS.
4. EXISTING CONCRETE PAVEMENT WILL REQUIRE SAW CUTTING.
5. FOR ELECTRICAL SUPPLY CABLES, SEE CALIFORNIA PUBLIC UTILITY COMMISSION GENERAL ORDER NO. 128, RULE 33.4 CLEARANCES AND DEPTHS.
6. FOR DRY UTILITIES (ELECTRICAL, COMMUNICATION, GAS, ETC.) **SEE SDG-119**.
7. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION).
  - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE THE EXISTING TRENCH CUT PATCHES, IF THOSE PATCHES ARE WITHIN 4'-0" OF THE PROPOSED CONCRETE PANEL.
  - B. IF THE TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINT CAN BE INSTALLED TO THE EXTEND OF THE RIGHT-OF-WAY.
8. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF TRENCH WORK WITHIN A STREET SEGMENT.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	04/06		<b>PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MINOR EXCAVATION</b>	<b>DRAFT</b>
UPDATED	KA	J. NAGELVOORT	08/13	COORDINATOR		R.C.E. 81047
UPDATED	AB	J. NAGELVOORT	02/16	DATE		
REDRAFTED	CD	J. NAGELVOORT	09/18	DRAWING		<b>SDG-118</b>
UPDATED	HE	R. AMEN	10/23	NUMBER		

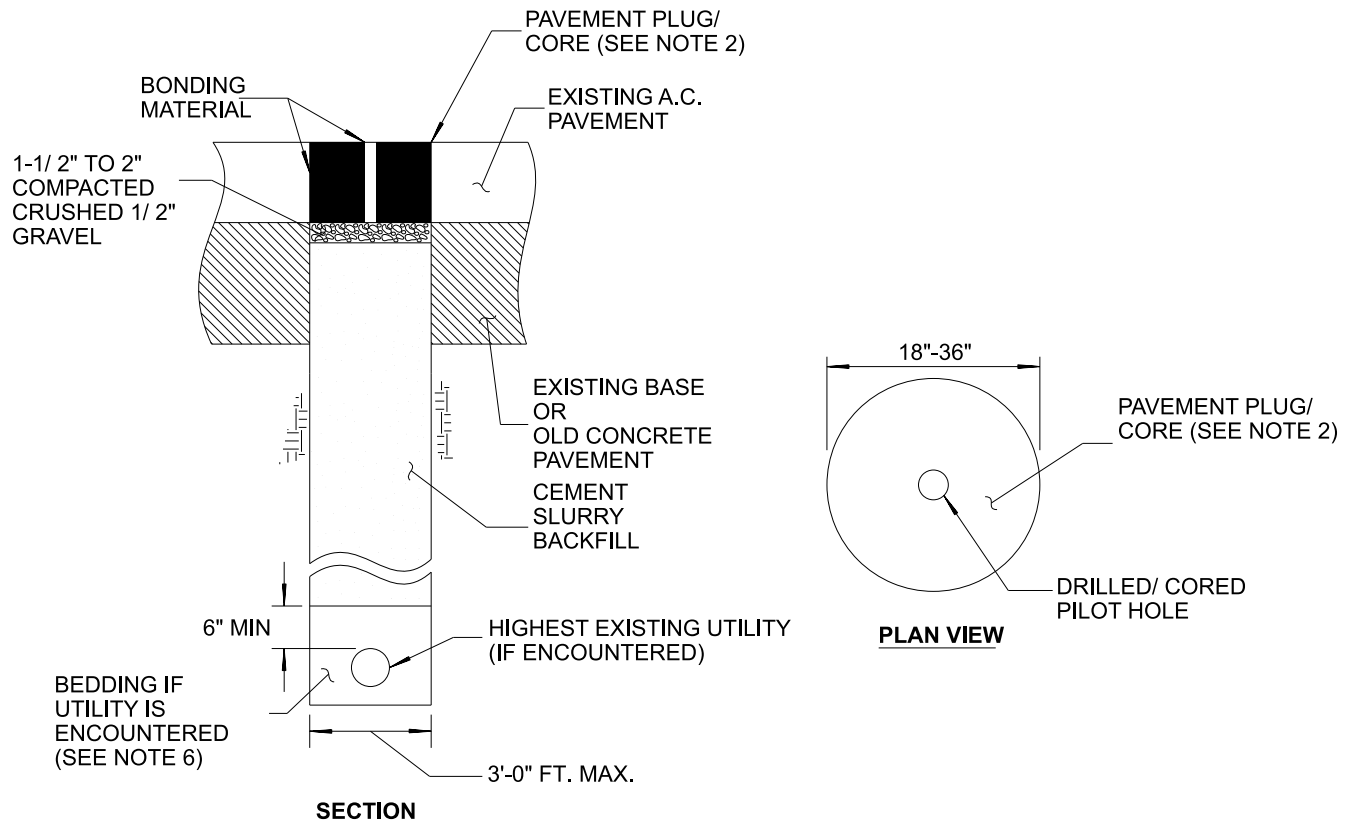


**NOTES:**

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
2. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
3. ALL ASPHALT STREET RESURFACING SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND EDGE OF POTHOLE OR EXPLORATORY EXCAVATION, AS SHOWN. ASPHALT THICKNESS TO EQUAL EXISTING AC PAVEMENT PLUS 1 INCH (4 INCHES MINIMUM TO 9 INCHES MAXIMUM). COMBINED ASPHALT PLUS BASE SHALL BE 18 INCHES MINIMUM.
4. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
  - A. WATER UTILITY: SE 50 SAND
  - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
  - C. DRY UTILITY: SE 50 SAND
5. FOR PCC SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
6. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES SHALL BE APPROVED BY THE CITY. IF APPROVED, THE ENTIRE WIDTH OF THE BIKE LANE SHALL BE RESURFACED, AT A MINIMUM LENGTH OF 6 FEET.
7. TEMPORARY RESURFACING IS ALLOWED IF CONSTRUCTION WILL BE PERFORMED WITHIN 60 DAYS AFTER POTHOLING WORK, IF POTHOLE OR EXPLORATORY EXCAVATION IS WITHIN THE NEW TRENCH LIMITS, AND **IF APPROVED BY THE CITY**. MATERIAL FOR TEMPORARY RESURFACING **SHALL BE APPROVED BY THE CITY**. SEE NOTE 3 FOR LIMITS AND DEPTH.
8. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.
9. SEE SHEET 2 FOR TYPE B - KEYHOLE METHOD.

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING  <b>36" AND SMALLER POTHOLE AND EXPLORATORY EXCAVATION - TYPE A PAVEMENT REPAIR</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b> COORDINATOR R.C.E. 81047 DATE
ORIGINAL	CD	J. NAGELVOORT	11/17		
UPDATED	CD	J. NAGELVOORT	09/18		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER <b>SDG-123</b>



**NOTES:**

1. PAVEMENT CORE TO BE REINSTATED SHALL BE A MINIMUM OF 4 INCHES THICK AND SHALL NOT CONTAIN JOINTS OR CRACKS WHICH MAY CAUSE IT TO BREAK AND SPALL. OTHERWISE, TYPE "A" PER SHEET 1 SHALL BE USED **AS DIRECTED BY CITY ENGINEER.**
2. CUT, REMOVE, AND REINSTATE PAVEMENT CORE, FLUSH WITH EXISTING PAVEMENT. THE REMOVED PAVEMENT CORE/ PLUG WITH ASPHALT AND CONCRETE BASE SHALL BE UTILIZED AND REINSTALLED IN GOOD CONDITION.
3. BONDING MATERIAL SHALL BE AS SPECIFIED **PER CITY APPROVED MATERIALS LIST.**
4. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
5. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
6. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
  - A. WATER UTILITY: SE 50 SAND
  - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
  - C. DRY UTILITY: SE 50 SAND
7. FOR CONCRETE SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
8. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES **SHALL BE APPROVED BY THE CITY.**
9. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" INCHES IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL	CD	J. NAGELVOORT	11/17		<b>36" AND SMALLER EXPLORATORY EXCAVATION POTHOLE - TYPE B KEYHOLE METHOD</b>	<b>DRAFT</b>
UPDATED	CD	J. NAGELVOORT	0918	COORDINATOR		R.C.E. 81047
UPDATED	FM	R. AMEN	0923	DRAWING NUMBER		<b>SDG-123</b>

**NOTES:**

1. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES SHALL BE MAINTAINED PER WATER, SEWER, AND DRAINAGE DESIGN GUIDELINES, VARIANCES WILL REQUIRE DEVIATION FROM STANDARDS.
2. **PERMITTING REQUIREMENTS:** ALL MICROTRENCH PERMITS REQUIRE A DEVELOPMENT SERVICES DEPARTMENT DIGITAL SUBMISSION WITH A GEOSPATIAL ALIGNMENT PER DEVELOPMENT SERVICES DEPARTMENT FORMAT REQUIREMENTS.
3. **CONDUIT ANCHORING:** CONTRACTOR MUST PROVIDE THEIR METHOD OF WEIGHING / ANCHORING DOWN CONDUITS IN THEIR PERMIT. TO PREVENT CONDUITS FROM FLOATING, AND TO MAINTAIN REQUIRED DEPTH FOR TOP OF CONDUIT.
4. **MICROTRENCHING USAGE:** MICROTRENCHING PER SDG-165A AND / OR SDG-165B SHALL BE ON ASPHALT STREETS ONLY. MICROTRENCHING SHALL NOT BE PERMITTED IN OR THROUGH EXISTING CONCRETE PAVED STREETS, PARKWAYS, CURB, GUTTER, CROSS GUTTER, BUS PAD, SIDEWALK, FLOATING CURB EXTENSION, BUS BULB, TRUCK PILLOW, RAISED CROSSWALK, ISLAND, MINI- ROUNDABOUT, OR SIMILAR ELEMENTS. MICROTRENCHING MAY BE PERMITTED, AT THE CITY'S DISCRETION, IN OR THROUGH EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS (SUCH AS DECORATIVE ASPHALT PAVING, AND PERPENDICULAR TO SPEED BUMPS). EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY.
5. **DAMAGE TO EXISTING IMPROVEMENTS:** CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, ETC. SHALL BE DONE SUCH THAT EXISTING IMPROVEMENTS ARE NOT DISTURBED, SETTLED, OR DAMAGED. ANY DAMAGE TO EXISTING IMPROVEMENTS BY PARALLEL OR PERPENDICULAR MICROTRENCHING ACTIVITIES SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY. DAMAGE TO CONCRETE CURB, GUTTER, SIDEWALK, AND PAVEMENT SHALL BE REMOVED AND RESTORED IN ACCORDANCE WITH **SDG-156**.
6. **TRENCH CUTS:** CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO ACHIEVE STRAIGHT AND UNIFORM CUTS WITH NEAT EDGES. SELECTION OF CUTTING WHEEL SHALL BE SUCH THAT IT MINIMIZES DAMAGE TO THE ADJACENT AC SURFACE. RADII TRENCH CUTS SHALL HAVE NO MORE THAN 3 CUTS.
7. **MICROTRENCH WIDTH:** MICROTRENCH WIDTH SHALL BE A MINIMUM OF 1 INCH AND A MAXIMUM OF 2 ½ INCHES. TRENCHES WITH WIDTH GREATER THAN 2 ½ INCHES MUST FOLLOW **SDG-117** (NARROW TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACE STREETS), WHICH REQUIRES A DIFFERENT BACKFILL MATERIAL. THE CITY MAY CHANGE THE PERMIT TO **SDG-117** BY AN AS-BUILT CHANGE IF THE TRENCH EXCEEDS 2 ½ INCHES IN CONSTRUCTION.
8. **MICROTRENCH ALIGNMENT OFFSET TO AN ADJACENT MICROTRENCH:** NO MICROTRENCHING SHALL BE LESS THAN 2 FEET FROM ADJACENT MICROTRENCHES (EDGE TO EDGE). THIS MAY REQUIRE THE CONTRACTOR TO POTHOLE TO VERIFY PARALLEL UTILITIES SIZE AND TRENCH WIDTH TO ENSURE PROPER SEPARATION.
9. **CONDUIT PLACEMENT IN TRENCH:** THE TOP OF HIGHEST CONDUIT SHALL BE 12 INCHES MINIMUM FROM TOP OF PAVEMENT OR 4 INCHES FROM BOTTOM OF PAVEMENT SECTION TO INCLUDE ASPHALT, BASE AND CTB, WHICHEVER IS GREATER.
10. **CONDUIT SIZE:** 2 INCH MAXIMUM CONDUIT SIZE SCH 40 PVC OR EQUIVALENT HDPE PER NATIONAL ELECTRICAL CODE.
11. **TRENCH IDENTIFICATION:** INSTALL FOLDED WARNING / IDENTIFICATION TAPE WARNING TAPE **PER SDM-105**. EACH TRENCH SHALL BE IDENTIFIED WITH A CALLOUT ON THE PULLBOX / VAULT / JUNCTION BOX LID WITH THE NAME OF THE OWNER OF THE MICROTRENCH.
12. **MICROTRENCH BACKFILL AND REQUIREMENTS TO OPEN THE STREET TO TRAFFIC:** ALL MICROTRENCHES SHALL BE COMPLETELY BACKFILLED WITH A CEMENT SAND SLURRY 2000 PSI MINIMUM AND 2% CALCIUM CHLORIDE TO FINISH GRADE. THIS IS AN INTERIM CONDITION AND CONTRACTOR SHALL FOLLOW CURING TIME REQUIREMENTS (PER NOTE 14) TO OPEN THE STREET TO TRAFFIC PRIOR TO COMPLETING PAVING REQUIREMENTS FOR FINAL RESTORATION.
13. **SLURRY VOID REDUCTION:** CONTRACTOR SHALL USE A VIBRATOR TO ENSURE SLURRY FILL WITHOUT VOIDS.
14. **SLURRY CURE TIME:** ALLOW A MINIMUM OF THREE HOURS FOR SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 4

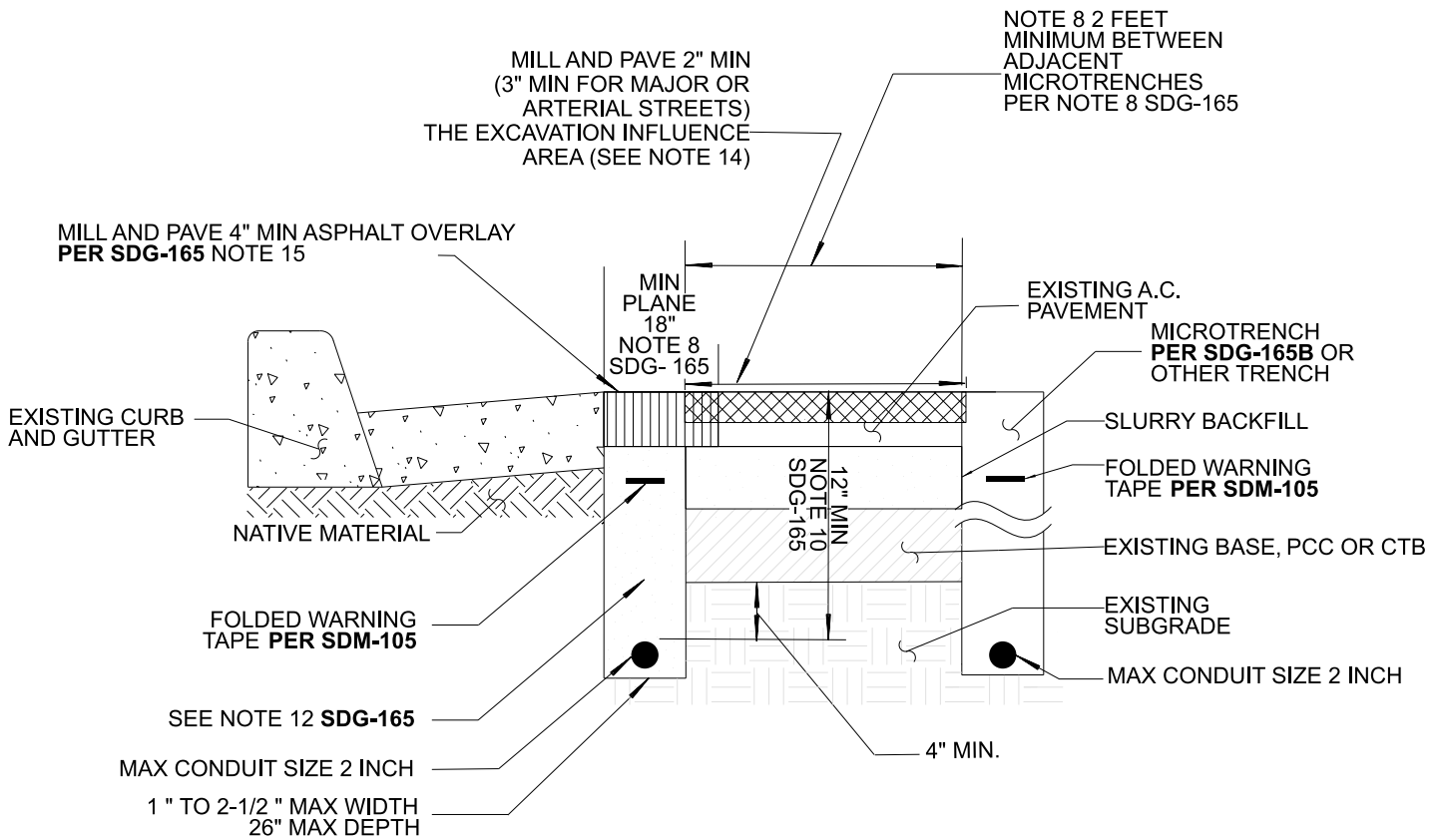
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>GENERAL MICROTRENCH NOTES</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b> _____ COORDINATOR R.C.E. 81047 DATE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	RC	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER <b>SDG-165</b>

**NOTES (CONTINUED):**

- 15. **FINAL MICROTRENCH RESTORATION:** WITHIN 7 DAYS OF PLACING THE SLURRY BACKFILL TO GRADE, MILL THE SLURRY BACKFILL AND EXISTING PAVEMENT A MINIMUM WIDTH OF 18 INCHES INCLUDING THE EXCAVATION INFLUENCE AREA PER TABLE 1 IN SDG-105 TO A DEPTH OF 4 INCHES AND RESURFACE WITH 1/2 INCH TYPE III CLASS C2 ASPHALT. TACK ALL EDGES OF THE MILLED AREA WITH ASPHALTIC EMULSION.
- 16. **FINAL MICROTRENCH RESTORATION WHEN ADJACENT TO ANOTHER MICROTRENCH:** WHEN RESTORING A MICROTRENCH SEPARATED BY 2 FEET (EDGE TO EDGE) FROM ANY ADJACENT MICROTRENCH THE MICROTRENCH RESTORATION SHALL FOLLOW NOTE 15 FOR TRENCH RESTORATION AND **SDG-107** FOR FULL LIMITS OF THE PERMITTED ALIGNMENT TO MAINTAIN INFLUENCE AREA INTEGRITY.
- 17. **MICROTRENCHING IN BIKE LANES:** FOR THE WORK IN THE BIKE LANE, CONTRACTOR SHALL PROVIDE A POTHOLING PLAN FOR REVIEW WITH THE ENGINEER FOLLOWING PRE-CONSTRUCTION MEETING. THE BIKE LANE SHALL BE FULLY CLOSED AND APPROPRIATE TRAFFIC CONTROL PLAN AND SIGNAGE USED. MICROTRENCHING IN THE BIKE LANE REQUIRES THAT SLURRY BACKFILL BE COMPLETED BEFORE END OF APPROVED WORKDAY WITH CURING TIME PER NOTE 14. RESTORATION TO THE TRENCH SHALL BE PER NOTE 15.
- 18. **FINAL MICROTRENCH RESTORATION IN BIKE LANES:** THE CONTRACTOR SHALL RESTORE FULL WIDTH OF BIKE LANE TO THE FACE OF CURB AND PLACE 2 INCHES MIN OR 3 INCHES MIN (MAJOR OR ARTERIAL STREETS) THICKNESS OF ASPHALT PER **SDG-107**.

SHEET 2 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>GENERAL MICROTRENCH NOTES</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b> _____ COORDINATOR R.C.E. 81047 DATE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	RC	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER <b>SDG-165</b>



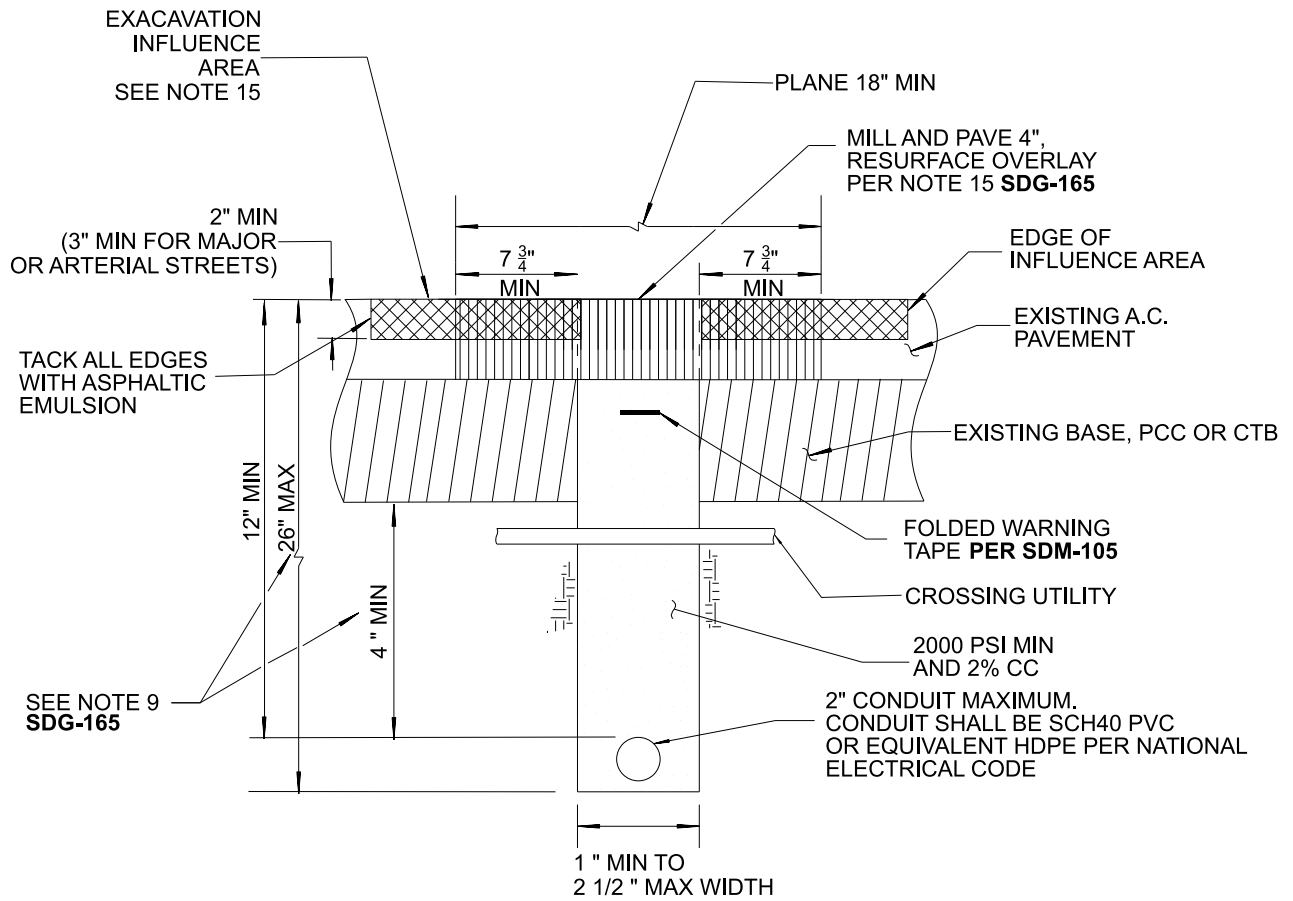
LEGEND ON PLANS:  
 — MTC — MICROTRENCH CONDUIT (MTC)

**NOTES:**

1. APPLICABLE WHERE CONCRETE GUTTER IS VISIBLE OR EXPOSED.
2. SHALL NOT BE APPLICABLE AT STREET INTERSECTIONS OR ALONG MEDIAN CURBS.
3. TRENCH LOCATION SHALL BE AT THE EDGE OF CURB.

SHEET 3 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE		
ORIGINAL	HY	M. GIBSON	05/17				
REDRAFTED	CD	J. NAGELVOORT	09/18	<b>MICROTRENCH FOR DRY UTILITIES AT EDGE OF CURB AND GUTTER</b>	<b>DRAFT</b>		
UPDATED	ED	R. AMEN	10/22			COORDINATOR	R.C.E. 81047
UPDATED	FM	R. AMEN	09/23		DRAWING	<b>SDG-165A</b>	
					NUMBER		



**NOTES:**

1. SHALL APPLY TO ALL MICROTRENCHING AT STREET INTERSECTIONS.
2. TRENCH LOCATION SHALL BE AT LEAST 9 INCHES FROM LIP OF GUTTER.
3. TRENCH SHALL BE AT LEAST 12 INCHES FROM ANY EXISTING CONCRETE STRUCTURE.

SHEET 4 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	0918		
UPDATED	RC	R. AMEN	1022		
UPDATED	FM	R. AMEN	0923		
				DRAWING NUMBER	<b>SDG-165B</b>

**APPENDIX J**  
**HAZARDOUS WASTE LABEL/FORMS**



# HAZARDOUS WASTE

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

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

CONTENTS, COMPOSITION \_\_\_\_\_  
PROPER DOT SHIPPING NAME \_\_\_\_\_  
TECHNICAL NAME (S) \_\_\_\_\_  
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 <sup>1</sup>

## 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.

<sup>1</sup> 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 <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

## EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -	
<b>B</b>	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
<b>D</b>	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"/>	
<b>D</b>	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
<b>D</b>	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
<b>E</b>	ACTIONS TAKEN		
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____			
<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____			
<input type="checkbox"/> NOTKNOWN (explain) _____			
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>I</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
REPORTING FACILITY REPRESENTATIVE (print or type) _____			
SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____			

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX K**  
**LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

## LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-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 OHLA USA, Inc. (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Alvarado 2<sup>nd</sup> Extension Pipeline (Project)**, WBS No.: **S-12013**, Bid No. **K-24-2005-DBB-3-C**.
- 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 **Alvarado 2<sup>nd</sup> Extension Pipeline (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 2021 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 2021 GREENBOOK, WHITEBOOK, and Special Provisions (see **Contract Document-Attachment C, Part 1, and Part 8**) except as otherwise stated in this LTMMA.

**E. Partial Release of Payment Bond and Performance Bond.**

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed (“Phase 2 Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

  - 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 LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.



## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

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 **25** months. A copy of the approval form is attached as **Exhibit B**.

- 1.4. License.** The Contractor shall hold the following licenses in good standing:

1.4.1. **C-27** State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of **8:30 A.M.** to **3:30 P.M.**, Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

## SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & 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 Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

#### **SECTION 4: COMPENSATION**

- 4.1. Maximum Compensation.** The compensation for this LTMMA will be included in the Contract Price in Section 5 of the above agreement.
- 4.2. 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.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

- 4.3.1. 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.
- 4.3.2. 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.
- 4.3.3. The Contractor has provided a final work summary report to the City.
- 4.3.4. 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.

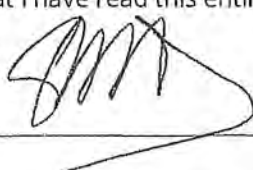
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. ## and by Contractor.

Dated this June day of 7, 2024.

THE CITY OF SAN DIEGO

By:   
Alia Khouri, Deputy Chief Operating Officer

I HEREBY CERTIFY I can legally bind **OHLA USA, Inc.** and that I have read this entire contract, this 22<sup>nd</sup> day of February, 2024.

By: 

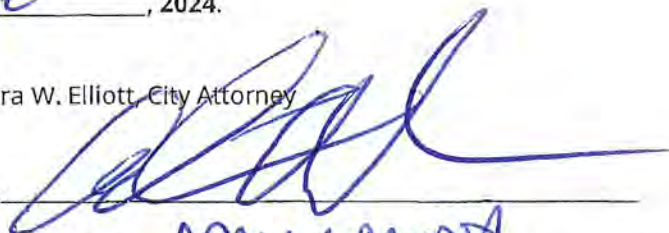
Printed Name: DANIEL M. DUDA

Title: CEO

I HEREBY APPROVE the form of the foregoing Contract this

12 day of JUNE, 2024.

Mara W. Elliott, City Attorney


By:   
Printed Name: ADAM WANDA  
Deputy City Attorney

NEW YORK NOTARY ACKNOWLEDGEMENT

STATE OF New York  
COUNTY OF Suffolk

ON THE 12<sup>nd</sup> DAY OF February, 2024 BEFORE ME PERSONALLY APPEARED  
Daniel Ruiz TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE  
AND SAY; THAT (S)HE IS THE CEO OF OHLA USA, Inc. THE CORPORATION THAT EXECUTED THE  
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED  
THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY  
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

MARTIN SAITZYK  
Notary Public-State of New York  
No. 01SA5086963  
Qualified in Suffolk County  
My Commission Expires Oct 27, 2025



## EXHIBIT A

### SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **40630-171-D** through **40630-177-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 Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

- III. **Method of Performing Work.**

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. 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 Project Biologist. 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 Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
  - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

**B. Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
- b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

- C. 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.

- D. Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
  3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall 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.

- E. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTRMC. 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.

**F. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
  - a) iron chelate;
  - b) soil sulfur;
  - c) gypsum; or
  - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- G. Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the WHITEBOOK.**

- H. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

- I. Plant Replacement.** Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such

replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

- J. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- K. 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.
- L. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the WHITEBOOK.**
- M. 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 2021 WHITEBOOK, SECTION 802**

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** License # 984140 Clasification: A-General Engineering

**Name of License Holder:** OHLA USA, Inc.

**Expiration Date:** 06/30/2025

**City of San Diego Business License Number:** 2020004055

**Expiration Date:** 03/31/2025



**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** 662550, C27 - LANDSCAPING

**Name of License Holder:** WESTERN GARDENS LANDSCAPING INC

**Expiration Date:** 01/31/2025

**City of San Diego Business License Number:** B1996003162

**Expiration Date:** 03/31/2024

**APPENDIX L**  
**SAMPLE ARCHAEOLOGY INVOICE**

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**  
**Address, telephone, fax**

**Date:** Insert Date

**To:** Name of Resident Engineer  
City of San Diego  
Construction Management and  
Field Services Division  
9573 Chesapeake Drive  
San Diego, CA 92123-1304

**Project Name:** Insert Project Name

**SAP Number (WBS/IO/CC):** Insert SAP Number

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
  - a. Please briefly describe your application (consideration) of all four California Register criteria.
  - b. If the resource is eligible under Criterion D, please define the important information that may be present.
  - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
  - d. What is the age of the resource?
  - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
  - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
  - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
  - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

**APPENDIX M**

**OSHA UNDERGROUND TUNNEL CLASSIFICATION LETTER**



State of California  
 Department of Industrial Relations  
 DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
 MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C001-073-21T

Alvarado Second Pipeline Extension Project  
 City of San Diego  
 \_\_\_\_\_  
 (NAME OF TUNNEL OR MINE AND COMPANY NAME)

of \_\_\_\_\_  
 c/o Jacobs  
 2485 Natomas Park Dr. Suite 600, Sacramento, CA 95833  
 \_\_\_\_\_  
 (MAILING ADDRESS)


at \_\_\_\_\_  
 Under SR 163 at Hazard Center Drive  
 San Diego, California  
 \_\_\_\_\_  
 (LOCATION)

has been classified as \_\_\_\_\_  
 \*\*\*POTENTIALLY GASSY\*\*\*  
 \_\_\_\_\_  
 (CLASSIFICATION)  
 as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 60-inch diameter casing, approximately 776 feet in length, to be installed beneath State Route 163 from southwest of 7450 Hazard Center Drive to a parking lot on the south side of Parking Structure E of Fashion Valley Mall, between approximate stations 118+93 and 126+69, in the City of San Diego, California.

July 8, 2020  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Matt Switzer,  
 Acting District Manager

**APPENDIX N**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



## **APPENDIX O**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

**Photo 1**



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

**Photo 3**



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

**Photo 4**



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

**The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document**

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

**Photo 5**

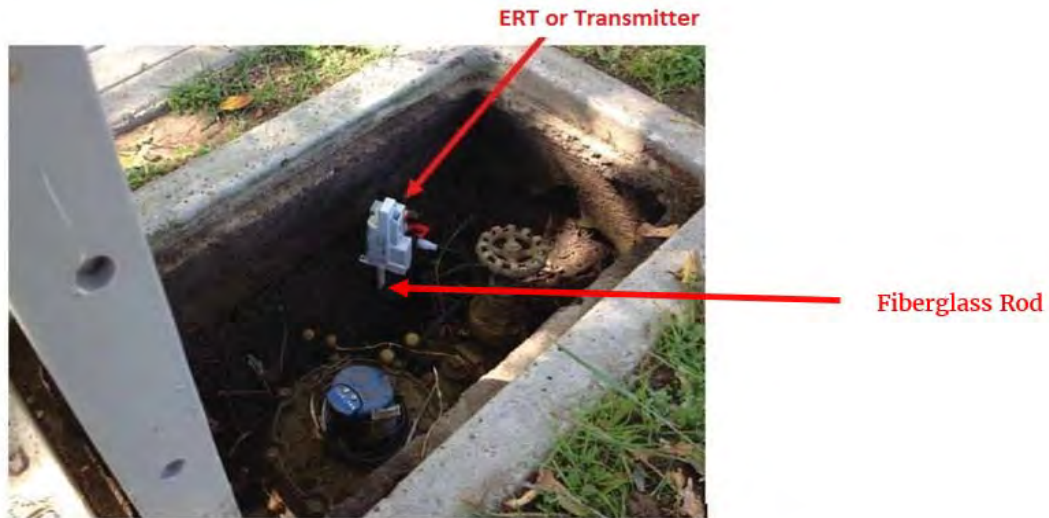


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**





**You are responsible when working in and around meter boxes.** If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.**

## **APPENDIX P**

### **TRAFFIC CONTROL SIGNAL RECORD DRAWINGS**

**For the above specified Appendix, please refer to the following link:**

[https://drive.google.com/file/d/1JadxSIK5Uc34PzqIPOIQu3ib\\_YGtSGv/view?usp=drive\\_link](https://drive.google.com/file/d/1JadxSIK5Uc34PzqIPOIQu3ib_YGtSGv/view?usp=drive_link)



## **APPENDIX Q**

### **SAMPLE CERTIFICATION LETTER FOR (AIS) IMPLEMENTATION**

## SAMPLE CERTIFICATION LETTER

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

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

Signed by company representative

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

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

Signed by company representative

**APPENDIX R**

**SWPPP CONSTRUCTION BMP MAINTENANCE LOG**

## SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

### **Construction BMP Maintenance Activities**

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

**Project Title:**

**WBS/IO No:**

**WDID:**

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**



**ATTACHMENT G**  
**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and OHLA USA, Inc., herein called "Contractor" for construction of **Alvarado 2nd Extension Pipeline**; Bid No. **K-24-2005-DBB-3-C**; in the total amount of **ONE HUNDRED TWENTY THREE MILLION TWO HUNDRED FORTY THREE THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND SIXTY FIVE CENTS (\$123,243,852.65)**, which is comprised of the Base Bid plus Additive Alternates A, B, C, D, and Deductive Alternate A, consisting of an amount not to exceed \$8,000,000 for Phase I, \$37,500,000 for Phase II, \$58,800,000 for Phase III, \$10,200,000 for Phase IV, \$5,175,120.15 for Phase V, and \$3,568,732.50 for Phase VI.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement, Long Term Revegetation Maintenance Agreement.
  - (e) That certain documents entitled **Alvarado 2nd Extension Pipeline**, on file in the office of the City Clerk as Document No. **S-12013**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Alvarado 2nd Extension Pipeline**, Bid Number **K-24-2005-DBB-3-C**, San Diego, California.
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

**CONTRACT AGREEMENT (continued)**

- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R-315549, authorizing such execution.

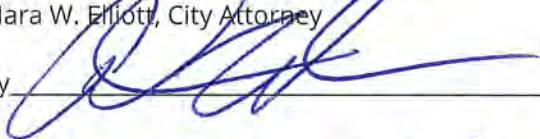
**THE CITY OF SAN DIEGO**

By 

Print Name: Alia Khouri  
Deputy Chief Operating Officer  
Mayor's Office

Date: 06/07/2024

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney  
By 

Print Name: Adam Wamborn  
Deputy City Attorney

Date: 6/12/24

**CONTRACTOR**

By 

Print Name: DANIEL RUIZ ANDUJAR

Title: CEO

Date: March 8th, 2024

City of San Diego License No.: 2020004055

State Contractor's License No.: 984140

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000000612

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23  
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

## **CONTRACTOR CERTIFICATION**

---

### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.



**CONTRACTOR CERTIFICATION**

---

**EQUAL BENEFITS ORDINANCE CERTIFICATION**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**AFFIDAVIT OF DISPOSAL**

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Alvarado 2nd Extension Pipeline**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2005-DBB-3-C**; SAP No. (WBS) **S-12013**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

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

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

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

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

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

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- G. DISCLOSURE OF LOBBYING ACTIVITIES**
- H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE SUBCONTRACTOR PERFORMANCE FORM**
- I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SUBCONTRACTOR UTILIZATION FORM**

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That OHLA USA, Inc., 1920 Main Street, Suite 310, Irvine, CA 92614 as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 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

Bid No. K-24-2005-DBB-3-C: S-12013 Alvarado 2nd Extension Pipeline

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 19th day of December, 2023

OHLA USA, Inc. (SEAL)  
(Principal)

Liberty Mutual Insurance Company (SEAL)  
(Surety)

By: *Brad Nystrom*  
(Signature)

By: *J Thomas*  
(Signature)  
Jaclyn Thomas, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE \_\_\_\_\_ OF OHLA USA, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

See Attached  
Notarial Certificate

\_\_\_\_\_  
Notary Public


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 19th DAY OF December, 2023 BEFORE ME PERSONALLY APPEARED Jaclyn Thomas TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



\_\_\_\_\_  
Notary Public

ANDREA K MORAN  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 22, 2028

**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 Orange )  
On December 20, 2023 before me, Angelica Mergaert, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Brad Nystrom  
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 Angelica Mergaert  
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: Bid Bond K-24-2005-DBB-3-C  
Document Date: December 20, 2023 Number of Pages: 1  
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)  
Signer's Name: Brad Nystrom  
 Corporate Officer — Title(s): COO  
 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: \_\_\_\_\_



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

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

Certificate No: 8207604-985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of December, 2023.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY  
**Financial Statement – December 31, 2022**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits .....	\$3,908,755,039	Unearned Premiums .....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds .....	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders .....	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve .....	197,278,000
Agents' Balances or Uncollected Premiums .....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	166,740,412	Other Liabilities .....	9,206,000,954
Other Admitted Assets.....	15,968,062,977	<b>Total.....</b>	<b>\$47,860,270,390</b>
<b>Total Admitted Assets.....</b>	<b><u>\$69,850,735,943</u></b>	Special Surplus Funds .....	\$195,696,103
		Capital Stock .....	10,000,075
		Paid in Surplus .....	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		<b>Surplus to Policyholders .....</b>	<b>21,990,465,553</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$69,850,735,943</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

*TAMIKOLAJEWSKI*  
\_\_\_\_\_  
Assistant Secretary  
\_\_\_\_\_

**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
06/03/2022	California	Charge of discrimination	No	Closed	Settled in December 2022
06/16/2022	California	Charge of discrimination	Yes	Open	Matter moved to Federal Court and is currently in the discovery stage. Trial set for December 2023.
03/28/2022	California	Charge of discrimination	No	Closed	Trial set for December 2023. Case was settled in December 2022

Contractor Name: OHLA USA, Inc.

Certified By Brad Nystrom  
Name

Title Chief Operating Officer

  
Signature

Date 1-18-2024

**USE ADDITIONAL FORMS AS NECESSARY**

**SUBCONTRACTORS FOR ALTERNATES**

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\* (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate b) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative if Deductive)
ADD ALT D	Name: <u>Statewide stripes inc</u> Address: <u>PO Box 1334, State CA Zip 92100</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92100</u> Phone: <u>560-6887</u> Email: <u>Sean@statewidestripes.com</u>	768280	100001334	Constructor	striping	\$81,127.40
ADD ALT C	Name: <u>HMS CONSTRUCTION INC</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
ADD ALT D	Name: <u>HMS CONSTRUCTION INC</u> Address: <u>2825 Scott St, Vista CA 92081</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>(760) 727-9808</u> Email: _____	765570	100000923	Constructor	Traffic Loops	\$2,100.00
ADD ALT C	Name: <u>HMS CONSTRUCTION INC</u> Address: <u>2825 Scott St, Vista CA 92081</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>(760) 727-9808</u> Email: _____	765570	100000923	Constructor	Traffic Loops	<del>\$2,100.00</del> \$6,300,000.00

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING  
SLBE/ELBE PARTICIPATION GOALS**



**SUBCONTRACTORS FOR ALTERNATES**

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\* (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(Example: Deductive Alternates by only one alternate and sub profile)</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTION, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative if Deductive)</small>
ADD ALT C	Name: <u>RAP Engineering + AC LLC</u> Address: <u>503 E Hill St, Santa Ana, CA 92701</u> Phone: <u>925 251 9201</u> <u>(714) 233-2980 / sub@rockpapersync.com</u>	1105708	10101101	CONSTRUCTION	Asphalt Overlay + Cold Mill	\$4,232,655.90
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
OHLA USA, Inc			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1920 Main Street, Suite 310	Irvine	California	92614
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Craig Huss, Chief Estimator		949-242-4432	949-231-1255

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.

<b>Name</b>	<b>Title/Position</b>
Daniel Ruiz Andujar	Chief Executive Officer
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Miami, Florida	N/A
<b>Interest in the transaction</b>	
Zero interest, directly involved	
<b>Name</b>	<b>Title/Position</b>
Martin Saitzyc, CPA	Chief Financial Officer
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
College Point, New York	N/A
<b>Interest in the transaction</b>	
Zero interest, directly involved	

**\* 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.

Brad Nystrom, Chief Operating Officer



1-18-2024

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.



**Mandatory Disclosure of Business Interests Form**

**BIDDER/PROPOSER INFORMATION**

<b>Legal Name</b>		<b>DBA</b>	
OHLA USA, Inc			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1920 Main Street, Suite 310	Irvine	California	92614
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Craig Huss, Chief Estimator		949-242-4432	949-231-1255

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.

<b>Name</b>	<b>Title/Position</b>
Donald Hickey	Executive Vice President, Civil
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Miami, Florida	N/A
<b>Interest in the transaction</b>	
Zero interest, directly involved	
<b>Name</b>	<b>Title/Position</b>
Brad Nystrom	Chief Operating Officer
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Irvine, California	N/A
<b>Interest in the transaction</b>	
Zero interest, directly involved	

**\* 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.

Brad Nystrom, Chief Operating Officer



1-18-2024

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): 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:

Table with 2 columns: NAME, TITLE. Rows include Daniel Ruiz Andujar (Chief Executive Officer), Martin Saitzyk, CPA (Chief Financial Officer), Donald Hickey, P.E. (Executive Vice President, Civil), and Brad Nystrom (Chief Operating Officer).

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.

Empty rectangular box for exceptions.

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: OHLA USA, Inc.
Certified By: Brad Nystrom Title: Chief Operating Officer

Name: Brad Nystrom
Signature: [Handwritten Signature]
Date: 1-18-2024

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
Soclaris Contracting	
Sonny Rosenthal	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Western Gardens Landscaping, Inc.	
Greg Vasillieff	President
Robert Vasillieff	V.P.
Marie Vasillieff	C.F.O.

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Brino Builders	
Fernando Alvarez	CEO/President

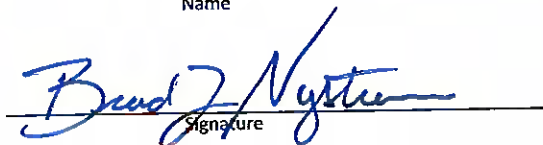
SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Crest Equipment	
Wendi Belio	President
Steve Belio	Vice President

Contractor Name: OHLA USA, Inc.

Certified By Brad Nystrom Title Chief Operating Officer

Name

  
Signature

Date 1-18-2024

\*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**

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Please indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer:

**(consultant)** SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Loveless Linton, Inc.	
Rebekah Loveless	Vice President
Brandon Linton	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
<del>Statewide Signs, FT</del>	

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Statewide Stripes Inc.	
David Brillhant	President

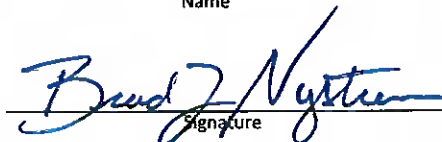
SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Ward & Burke Tunneling, Inc.	
Robert Ward	CEO
John Grennan	CFO
Colin Irwin	Vice President

Contractor Name: OHLA USA, Inc.

Certified By: Brad Nystrom Title: Chief Operating Officer

Name

  
Signature

Date: 1-18-2024

\*USE ADDITIONAL FORMS AS NECESSARY\*\*



**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
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Please indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer:

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Keller North America, Inc.	
Matt Redfern	company officer/ Area Manager

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
ROC Trucking Inc	
Rafael P Teran	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
HMS construction inc.	
Michael C. High	President

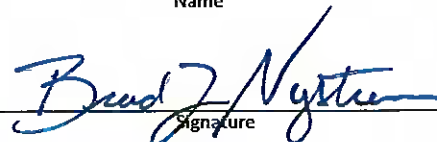
SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
RAP Engineering	
Robert J Perez	President

Contractor Name: OHLA USA, Inc.

Certified By Brad Nystrom Title Chief Operating Officer

Name

  
Signature

Date 1-18-2024

\*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**

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Please indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer:

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
So cal Pipeline Welding Inc.	
Carolyn Sue Dean	CEO/President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

Contractor Name: OHLA USA, Inc.

Certified By Brad Nystrom Title Chief Operating Officer

Name

  
Signature

Date 1-18-2024

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial finding b. material change <b>For Material Change Only</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, M)  (attach Continuation Sheet(s) SF-LLL4, if necessary)		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):
<b>11. Amount of Payment</b> (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____	
<b>12. Form of Payment</b> (check all that apply) <input type="checkbox"/> a, cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11:</b>  (attach Continuation Sheet(s) SF-LLL4, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL4 attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16.</b> Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by

**CONTINUATION SHEET**

OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Empty reporting area for disclosure details.

Empty box for additional information or signature.

Authorized for Local Reproduction  
Standard Form - LLL-A



## LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement. C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing 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 (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name <b>Brino Builders Inc</b>		Project Name <b>Alvarado 2nd Extension</b>	
Bid / Proposal No. <b>K-24-2005-DBB-3-C</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Fernando pipeline AVAREZ</b>	
Address <b>1490 Kostner Drive, San Diego, CA 92154</b>			
Telephone No. <b>(619) 806-2363</b>		Email Address <b>favarez@brinobuilders.com</b>	
Prime Contractor Name <b>OHLA USA, Inc.</b>		Issuing/Funding Entity <b>City of San Diego</b>	
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies		Price of Work Submitted to the Prime Contractor
<b>18-29</b>	<b>Minor conc. Flatwork curb, gutters, sidewalks</b>		<b>\$757,357</b>
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown	

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

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**

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

Prime Contractor Signature	Print Name
	Brad Nystrom
Title	Date
COO	1-18-2024
Subcontractor Signature	Print Name
Fernando Alvarez	Fernando Alvarez
Title	Date
CEO/President	1/18/24

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name Crest Equipment Inc		Project Name Alvarado 2ND Extension Pipeline	
Bid / Proposal No. K-24-2005-DBB-3-C	Assistance Agreement ID No. (if known)	Point of Contact Wendi Belio	
Address 13794 Highway 8 Business, Suite 3 El Cajon, CA 92021			
Telephone No. 619-444-5061		Email Address wbelio@crestequipmentinc.com	
Prime Contractor Name OHLA USA		Issuing/Funding Entity	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
37, 38, 39, 41	Trucking (water truck)	\$110,000
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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

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

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Prime Contractor Signature	Print Name
	Craig Hoss
Title	Date
Chief Estimator	1/18/24

Subcontractor Signature	Print Name
	Wendi Belio
Title	Date
President	January 10, 2024

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Loveless Linton, Inc.		Project Name Alvarado 2nd Extension Pipeline	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Eddie Carrera	
Address 1421 W Lewis St, San Diego, CA 92103			
Telephone No. 858-877-8827		Email Address eddie@loveless-linton.com	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
12 98 97 99	Environmental mitigation archaeologist / biologist	<del>\$137,458</del> FT \$145,942
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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

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

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Prime Contractor Signature	Print Name
<i>Craig Huss</i>	Craig Huss
Title	Date
Chief Estimator	1/18/24

Subcontractor Signature	Print Name
<i>Eddie Carrera</i>	Eddie Carrera
Title	Date
Project Manager	1/17/2024

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**





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

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Subcontractor Name Statewide Stripes Inc.		Project Name Alvarado Pipeline PH II	
Bid / Proposal No. 22502	Assistance Agreement ID No. (if known)	Point of Contact contracts@statewidestripes.com	
Address PO Box 600710 San Diego CA 92160			
Telephone No. 858-560-6887		Email Address sean@statewidestripes.com	
Prime Contractor Name		Issuing/Funding Entity	

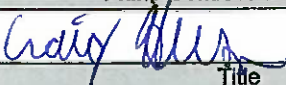
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
75, 76 91, <del>135-146</del> <i>IT</i>	Striping & Signing	<del>\$1,156,349.76</del> <i>IT</i> \$1,036,977.30
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

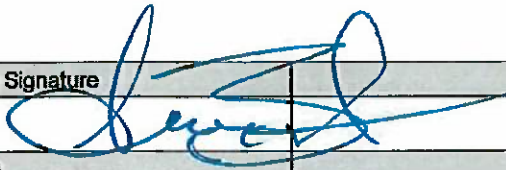
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards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

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**

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

Prime Contractor Signature	Print Name
	Craig Huss
Title	Date
Chief Estimator	1/18/24

Subcontractor Signature	Print Name
	Sean Bayot
Title	Date
Estimator/Project Manager	1/18/2023

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name <b>SO CAL Pipeline Welding</b>		Project Name <b>Alvarado 2nd Extension</b>	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <b>Bill Naddi</b>	
Address <b>2126 Green Canyon RD - Fallbrook - CA- 92028</b>			
Telephone No. <b>951-704-8198</b>		Email Address <b>bill@socalpipelinewelding.com</b>	
Prime Contractor Name <b>OHLA USA Inc.</b>		Issuing/Funding Entity	

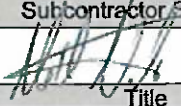
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<b>37-41</b>	Field Welding	TBD <del>870000</del> <b>\$840000</b>
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <b>WBENC</b>		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

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

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Prime Contractor Signature	Print Name
	Craig Hys
Title	Date
Chief Est.	1-18-2024

Subcontractor Signature	Print Name
	Bill Naddi
Title	Date
Project Manager	1/18/24

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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DBE Subcontractor Performance Form**

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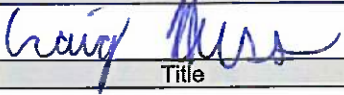
Subcontractor Name Western Gardens Landscaping, Inc.		Project Name Alvarado 2nd extension pipeline	
Bid / Proposal No. K-24-2005DBB-3C	Assistance Agreement ID No. (if known)	Point of Contact Greg Vasilieff	
Address 4616 Pannonia Road, Carlsbad, CA 92008			
Telephone No. 760-720-1459		Email Address greg@westerngardens.net	
Prime Contractor Name Ohla USA		Issuing/Funding Entity	

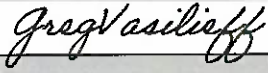
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
Item #92	Shrub Replacement at Civita Frontage - LS	\$25,000.00
Item #93	Lawn Replacement - SF 4865	\$44,952.60
Item #94	Tree (36-Inch Box) - EA	\$3,000.00
Item #95	Irrigation System - LS	\$45,000.00
Item #96	Irrigation Repair at Civita Frontage - LS	\$28,000.00
Item #97	120 Calendar Day Plant Establishment Period (PEP) - LS	\$14,000.00
Item #99	25-Month Revegetation Maintenance and Monitoring Program	\$25,000.00
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>SBE and SLBE</u>		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

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

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

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Prime Contractor Signature	Print Name
	Craig Huss
Title	Date
Chief Estimator	1/18/24

Subcontractor Signature	Print Name
	Greg Vasilieff
Title	Date
President	1/17/24

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

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Subcontractor Name <b>REC TRUCKING</b>		Project Name <b>ALVARADO 2<sup>ND</sup> EXT</b>	
Bid / Proposal No. <b>K-24-2005-DBB-3</b>	Assistance Agreement ID No. (if known) <b>C</b>	Point of Contact <b>RAPHAEL TERAN</b>	
Address <b>1182 2ND AVE CHULA VISTA CA 91911</b>			
Telephone No. <b>619 3929688</b>		Email Address <b>RECTRUCKING@GMAIL.COM</b>	
Prime Contractor Name <b>DHLA-USA</b>		Issuing/Funding Entity <b>CITY OF SAN DIEGO</b>	
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor	
<b>37-41</b>	<b>TRUCKING</b>	<b>950,000</b>	
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown	


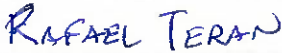
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards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

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

Prime Contractor Signature	Print Name
	Brad Nystrom
Title	Date
COO	1-18-2024
Subcontractor Signature	Print Name
	RAFAEL TERAN
Title	Date
Pres	1/18/24

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**





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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.



Subcontractor Name <b>RAP ENGINEERING</b>		Project Name <b>ALVARADO 2ND EXT</b>	
Bid / Proposal No. <b>K-24-2005-DBB-3-C</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>ROBERT PEREZ</b>	
Address <b>503 E MISSION SAN MARCOS 92069</b>			
Telephone No. <b>760 2332980</b>		Email Address <b>RPeres@rapeng.com</b>	
Prime Contractor Name <b>DHLA-USA</b>		Issuing/Funding Entity	
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor	
<b>37,41</b>	<b>ASPHALT PAVING</b>	<b>\$ 800,000</b>	
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown	

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**

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

Prime Contractor Signature	Print Name
	Brad Nystrom
Title	Date
COO	1-18-2024
Subcontractor Signature	Print Name
	ROBERT PEREZ
Title	Date
PREP	1/18/24

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>OHVA USA, INC.</b>		Project Name <b>Alvarado 2nd Extension Pipeline</b>	
Bid / Proposal No. <b>K-24-2005-DBB-3-C</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Craig Huss</b>	
Address <b>1920 Main St. suite 310, Irvine, CA 92614</b>			
Telephone No. <b>(949) 242-4432</b>		Email Address <b>craig.huss@ohva-usa.com</b>	
Issuing/Funding Entity <b>City of San Diego</b>			
I have identified potential DBE certified subcontractors. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
<del>Western Gardens Landscaping, Inc.</del>	<del>4616 Pannonia Rd, Carlsbad CA 92008 (760) 720-1459 / westgardens.net</del>	<del>\$184,952.00</del>	<del>Y DBE SBE</del>
<b>Brino Builders Inc.</b>	<b>1490 Kostner Drive, San Diego CA 92154 (619) 806-2363 / falvarez@brinobuilders.com</b>	<b>\$757,375</b>	<b>Y DBE</b>
<b>Crest Equipment Inc.</b>	<b>13794 Hwy 8 business Ste 3 El Cajon, CA 92021 (619) 444-5061 / asimpson@crest</b>	<b>\$110,000</b>	<b>Y DBE</b>

-Continue on back if needed-

equipment  
inc.com

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**



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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>OHUA USA, Inc.</b>		Project Name <b>Alvarado 2nd Extension Pipeline</b>	
Bid / Proposal No. <b>K-24-2005-DBB-3-C</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Craig Huss</b>	
Address <b>1920 Main St. suite 310, Irvine, CA 92614</b>			
Telephone No. <b>(949) 242-4432</b>		Email Address <b>craig.huss@ohua-usa.com</b>	
Issuing/Funding Entity <b>City of San Diego</b>			
I have identified potential DBE certified subcontractors. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
<b>Loveless Linton Inc</b>	<b>1421 W. Lewis St San Diego CA 92103 858-877-8827/eddie@loveless-linton.com</b>	<b>\$145,942</b>	<b>Y</b>
<b>Statewide Stripes Inc</b>	<b>Po Box 605710, San Diego CA 92160 858-560-6887 / dave@statewide stripes.com</b>	<b>\$1,036,977.30</b>	<b>Y</b>
<b>REC Trucking INC</b>	<b>1128 2nd Ave, Chula Vista, CA 91911 (619) 392-9688 / Rectrucking.inc@gmail.com</b>	<b>\$950,000</b>	<b>Y</b>

--Continue on back if needed--

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



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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>OHVA USA, INC.</b>		Project Name <b>Alvarado 2nd Extension Pipeline</b>	
Bid / Proposal No. <b>K-24-2005-DBB-3-C</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Craig Huss</b>	
Address <b>1920 Main St. suite 310, Irvine, CA 92614</b>			
Telephone No. <b>(949) 242-4432</b>		Email Address <b>craig.huss@ohva-usa.com</b>	
Issuing/Funding Entity <b>City of San Diego</b>			
I have identified potential DBE certified subcontractors. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
<b>So cal pipeline welding, inc.</b>	<b>So<sup>th</sup> 2126 Green canyon Rd Fallbrook, CA 92028 (951) (676) 0242 / bill@socalpipelinewelding.com</b>	<b>\$840,000</b>	<b>Y</b>
<b>RAP ENGINEERING</b>	<b>503 E MISSION SAN MARCOS CA 760 233 2980 S.WHITLOCK @ RAPERENGINEERING.COM</b>	<b>800,000</b>	<b>Y</b>


--Continue on back if needed--

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**

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

Prime Contractor Signature	Print Name
	Brad Nystrom
Title	Date
COO	1-18-2024

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**

Alvarado 2nd Extension Pipeline

# City of San Diego

**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@sandiego.gov](mailto:BFriedenreic@sandiego.gov)  
Phone No. (619) 533-3104

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## ADDENDUM A



## FOR

## ALVARADO 2ND EXTENSION PIPELINE

BID NO.:	<u>K-24-2005-DBB-3-C</u>
SAP NO. (WBS/IO/CC):	<u>S-12013</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>1, 3</u>
PROJECT TYPE:	<u>KA, KB</u>

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### **BID DUE DATE:**

**2:00 PM**  
**JANUARY 8, 2024**

**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/Architect:

*Sarah King*                      December 14, 2023      Seal:  
1) Registered Engineer/Architect                      Date



*Jaime S. Ramos*                      December 14, 2023      Seal:  
2) For City Engineer                      Date





## **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. Solicitation Section 4-3.4 identifies "Welding Inspection" as subject to Specialty Inspection Paid for by the Contractor. Whitebook states that payment for Specialty Inspection is to be included in the bid item "Specialty Inspection Paid for by the Contractor"; however, no such bid item exists. Please clarify what bid item welding inspection is to be included.
- A1. "Welding Inspection" will be handled through City Field Engineering, and Section 4-3.4 has been deleted from Attachment E, Supplementary Special Provisions. See Section X, Item X of this Addendum.
- Q2. A document titled "EPA Good Faith Effort Guidelines" was provided for a previous bid (K-23-2169-DBB-3-C). Are bidders expected to follow the same guidelines for this bid (K-24-2005-DBB-3-C), and will the document be provided?
- A2. Document has been provided on Planetbids. Bidders to use this document as a reference and is to assist in the EPA Good Faith Effort Process.
- Q3. The drawings show a cathodic protection plan with installation of 3 rectifiers however, we have not found the specifications for the rectifiers or any cathodic protection specs. The specification we are looking for is the standard city specification for impressed current cathodic protection #26 42 00. In past solicitations it has been referenced as section 209-1, however this solicitation does not include that section where we'd typically find the rectifier/CP specs. Can you please point us in the right direction or provide the cathodic protection specs?
- A3. Cathodic Protection specification 26 42 00 can be found in the technical specifications, which can be obtained via the google drive link on page 228 of the solicitation.

- Q4. Please define the streets and areas proposed to be Cold Milled and Paved as part of Additive Alternate C
- A4. Please refer to sheets C-201 through C-218 for limits for Cold Mill and Pave. Quantities are defined on sheet C-200.
- Q5. The bid items have two items associated with testing of hazardous and disposal of hazardous soil. Should there be an hourly Hazardous Monitoring bid item?
- A5. Hourly Hazardous Monitoring bid item will not be included. Please refer to Section 5-15.16.1, Monitoring of Potentially Petroleum Contaminated Soil, Item 4 of the Solicitation Document.
- Q6. Can you please direct us to the geotechnical reports for this project.
- A6. Please refer to Page 145 of the Solicitation. Section 3-9 Technical Studies and Subsurface data. Geotechnical reports can be downloaded from the link within the Solicitation.
- Q7. Can you please direct us to the specification download location for the below section such as 31 79 13 for this project, they have not been included in the Solicitation we have downloaded and we find no links for them.

**3-8.2 Working Drawings.** To the "WHITEBOOK", Table 3-8.2:  
 DELETE the following:

- Item 1 – Sewage Bypass and Pumping Plan
- Item 7 – Prestressed Concrete Construction
- Item 13 – Tunneling Operations
- Item 14 – Microtunneling Submittals

ADD the following:

Item	Section/Drawing	Title	Subject
18	S-1	Structural Deferred Submittals	Seismic Anchorage, Pipe Supports and Anchorage, Precast Vault, Precast Catch Basin, FRP Structures and Connections
19	02 40 00	Abandonment -Recovery Contingency Work Plan	Tunneled Crossing
20	31 41 00	Shoring Plan for Tunneled Crossing	Safety, Microtunneling
21	31 60 00	Safety Plan	Safety, Carrier Pipe Installation,
22	31 60 00	Emergency Response Plan	Safety Carrier Pipe Installation, Microtunneling
23	31 74 28	Low-Density Cellular Concrete Work Plan	Backfill Grouting
24	31 79 13	Submittals, Microtunneling Work Plan and Calculations	Microtunneling

25	31 79 13	Contract Grouting Work Plan	Microtunneling
26	31 79 13	Safety Plan	Safety, Microtunneling
27	31 79 13	Contingency Plan	Microtunneling
28	31 80 00	Monitoring Plan	Geotechnical Instrumentation
39	40 27 00.27	Submittals, Casing Pipe For Tunnel Crossings,	Tunneled Crossing Casing

- A7. Please refer to Page 228 of the Solicitation. Technical Specifications can be downloaded from the link within the Solicitation.
- Q8. What is the thickness of the CMC: ¾" or 1.25" Drawing G9 has both thicknesses

NOMINAL PIPE SIZE	PRESSURE ZONE	MIN PIPE WALL THICKNESS	CEMENT MORTAR LINING THICKNESS	CEMENT MORTAR COATING THICKNESS
12-INCH	390/536	1/4" (0.250")	3/4"	1-1/4"
24-INCH	390/536	1/4" (0.250")	3/4"	1-1/4"
36-INCH	536	9/32" (0.281")	3/4"	1-1/4"
48-INCH	536	3/8" (0.375")	3/4"	1-1/4"

1. PROVIDE CEMENT MORTAR LINING AND COATING IN ACCORDANCE WITH AWWA C205, EXCEPT AS MODIFIED IN THE TABLE ABOVE.
2. COLD-APPLIED TAPE WRAP SHALL BE APPLIED TO THE PIPE EXTERIOR WITH A 3/4-INCH CEMENT MORTAR COATING ON TOP OF THE TAPE WRAP.
3. ALL OPEN CUT TRENCH SECTIONS SHALL ADHERE TO 2/C-73 UNLESS OTHERWISE NOTED.
4. SEE CALTRANS NOTES ON G-10 FOR TRENCH SECTION NOTE WITHIN CALTRANS ROW.

- A8. The drawing is correct. Steel pipe shall be cement mortar coated with 1.25" thickness, then factory applied polyethylene tape, and a ¾" cement mortar overcoat (rock shield). Tape coatings for pipelines and fittings shall be in accordance with AWWA C214 for pipelines, and AWWA C209 for fittings. The addition of cement mortar (rock shield) over the dielectric tape shall be as specified in AWWA C205 for cement mortar overcoats.
- Q9. Does the project have buy American or AIS requirement for materials?
- A9. Please refer to Section 4-1.1 American Iron and Steel (AIS) of the Solicitation.

Q10. Bid item 41 (Water Main (24-Inch, Class 235)) includes Class 235 in the item description, which is for PVC pipe. The plan sheet detail has 24" CMLC, which is a welded steel pipe. Please provide clarification on desired pipe material.

A10 Bid item 41 has been updated. Refer to Section E, Item 1, page 7 of this Addendum.

Q11. There is a construction set up on Friar's road that has shut down two lanes of traffic 24/7, will this current plan be allowed on all Friar's Road work? There will be a substantial savings to the owner by not requiring the contractors to demob daily.

A11. Bidders to consider the TCP set up as shown on the provided engineering traffic control plans, for the basis of their Bids.

**C. ATTACHMENTS**

1. To Attachment D, FUNDING AGENCY PROVISIONS, Section 10, Wage Rates, pages 64 through 95, **DELETE** in its entirety and **SUBSTITUTE** with pages 8 through 42 of this Addendum.

**D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, Section 4, CONTROL OF MATERIALS, **Subsection 4-3.4, Specialty Inspection Paid for by the Contractor**, page 152, **DELETE** in its entirety.

**E. ADDITIONAL CHANGES**

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been Underlined and **DELETIONS**, if any, have been ~~Stricken out~~.

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237110	<del>Water Main (36-Inch)</del> <u>Water Main (36-inch CML&amp;TC+MC)</u>	LF	108	306-15.1

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237110	<del>Water Main (48-Inch)</del> <u>Water Main (48-inch CML&amp;TC+MC)</u>	LF	20991	306-15.1
Main Bid	237110	<del>Water Main (24-Inch, Class 235)</del> <u>Water Main (24-inch CML&amp;TC+MC)</u>	LF	10870	306-15.1

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *December 14, 2023*  
San Diego, California

RA/AJ/na

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

"General Decision Number: CA20230001 12/01/2023

Superseded General Decision Number: CA20220001

State: California

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

County: San Diego County in California.

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

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

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

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	06/09/2023
3	07/14/2023
4	08/11/2023
5	08/18/2023
6	09/01/2023
7	09/08/2023
8	10/06/2023
9	11/03/2023
10	11/17/2023
11	12/01/2023

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

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ASBE0005-004 07/04/2022

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

-----  
BOIL0092-003 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 49.05	41.79

-----  
BRCA0004-008 11/01/2022

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

-----  
BRCA0018-004 06/01/2022



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

-----  
BRCA0018-010 09/01/2022

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

-----  
CARP0213-003 07/01/2021

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

-----  
CARP0619-002 07/01/2021

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

-----  
CARP0619-003 07/01/2021

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

-----  
CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

-----  
CARP0721-001 07/01/2021

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

-----  
CARP1607-004 07/01/2021

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

-----  
ELEC0569-001 06/05/2023

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

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ELEC0569-004 06/01/2023

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 38.78	14.04
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit		

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

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 ELEC0569-005 06/01/2023

Rates Fringes

Sound & Communications

Sound Technician.....\$ 38.78 14.04

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

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

ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/05/2023

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

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ELEC1245-001 06/01/2022

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

vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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

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ELEV0018-001 01/01/2023

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

FOOTNOTE:

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

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

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ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70

	Rates	Fringes
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
	Rates	Fringes
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

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

Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator;



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

GROUP 9: Heavy Duty Repairman

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

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less 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, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S,

R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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



T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60



	Rates	Fringes
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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IRON0229-001 01/01/2023

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

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 34.29	20.77

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

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger

mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the concrete from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Rippap, 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.

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LABO0089-002 11/01/2020

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

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry

packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

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

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation,

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

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

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LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2022

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

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or

above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both

conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

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

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

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

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PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12



	Rates	Fringes
(2) All Other Work.....	\$ 38.52	18.64

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

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PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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PAIN0036-012 10/01/2023

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

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PAIN0036-019 06/01/2022

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

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PLAS0200-005 08/03/2022

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

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

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 09/01/2023

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 61.68	26.51
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000		
	Rates	Fringes
sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not		

to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel

	Rates	Fringes
work.....	\$ 55.18	26.26

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 PLUM0016-011 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 45.22	22.43

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 PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

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 ROOF0045-001 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

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 SFCA0669-001 01/01/2023

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

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 \* SHEE0206-001 07/01/2023

	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 50.20	30.80
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	10.24

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and

motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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 TEAM0166-001 07/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.12	25.57
GROUP 2.....	\$ 40.71	25.57
GROUP 3.....	\$ 40.91	25.57
GROUP 4.....	\$ 41.11	25.57
GROUP 5.....	\$ 41.31	25.57
GROUP 6.....	\$ 41.80	25.57
GROUP 7.....	\$ 43.31	25.57

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

Truck

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

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

GROUP 7: Repairman

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

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION





**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. ADDENDUM**

1. To Addendum A, Section B, Bidder's Questions, RFI No. 1, page 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - Q1. Solicitation Section 4-3.4 identifies "Welding Inspection" as subject to Specialty Inspection Paid for by the Contractor. Whitebook states that payment for Specialty Inspection is to be included in the bid item "Specialty Inspection Paid for by the Contractor"; however, no such bid item exists. Please clarify what bid item welding inspection is to be included.
  - A1. "Welding Inspection" will be handled through City Field Engineering, and Section 4-3.4 has been deleted from Attachment E, Supplementary Special Provisions. See Section D, Item 1, page 6, included in Addendum A.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *December 14, 2023*  
San Diego, California

RA/AJ/na



**ENGINEER OF WORK**

The Engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

*Sarah King*  
1) Registered Engineer

December 22, 2023  
Date

Seal:



*Jaime L. Ramos*  
2) For City Engineer

12/22/2023  
Date

Seal:



## A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

## B. BIDDER'S QUESTIONS

Q1. Dwg; C15. Do you want DIP with all joints restrained or steel pipe on that section (see dwgs)? Please clarify.

Please clarify the 24" DIP requirement: Do you really want DIP?

A1. The 24-inch ductile iron pipe (DIP) in casing shall be restrained ductile iron to accommodate the horizontal bend inside the casing under the MTS tracks.

Q2. Please clarify the size of the manways. Dwg: C-16 asks for 20: MH vs 36" on Dwg C-79. What size do you want ?

A2. Sheet C-16. The access manway on this 36-inch line should be 36-inches, in accordance with hexagon note 2 and reference to detail on Sheet C-79.

Q3. Please confirm that the steel pipe coating for this project is Tape wrap with  $\frac{3}{4}$ " rock shield

A3. See Section C, Addendum, Item 1, page 6 of this Addendum.

Q4. Can you confirm that proposals should only include biological monitoring for construction and not for revegetation? Section 802-2.1(5) states that the prime should retain a qualified project biologist, but 802-2.1(6) states that, "for purposes of the Landscape revegetation plans, the Project Biologist shall be a person on City Staff or hired by the City."

A4. The City is not providing a Project Biologist to perform any biological monitoring Work for the Contract. Proposals shall include biological

monitoring prior construction, during construction and throughout the re-vegetation program in accordance with the Mitigation, Monitoring and Reporting Program (MMRP) for the Project (Appendix A) and Whitebook Section 802-1.1.

Q5. Also, please verify that Question and Answer Number 8 in Addendum A does **NOT** apply to this project and is superseded by Section 209 of the Supplementary Special Provisions.

A5. See Section C, Addendum, Item 1, page 6 of this Addendum.

Q6. Refer to the attached Section 209, Table 209-2.1.1, of the specifications and verify what the correct cylinder thickness is for the 24" pipe?

Specials cannot be thinner than mainline:  
(5/32" = 0.156" < 1/4" = 0.25")

	Buried, Class 200 or Class 250	Pipe- 1/4-inch Specials- <del>5/32</del> -inch Fittings- <del>5/32</del> -inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.
36-inch	Buried, Class 250	Pipe- 9/32-inch Specials- 9/32-inch Fittings- 9/32-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.
48-inch	Buried, Class 250	Pipe- 3/8-inch Specials- 3/8-inch Fittings- 3/8-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.

Field testing of epoxy coating will be performed by the City or its duly Authorized Agent.

A6. Thickness of 24-inch specials shall match the mainline thickness of 1/4".

Q7. Clarify if the highlighted portion of the attached specification Section 209 for the project is intended to indicate the lining thickness and not the coating thickness which is listed further down the table?

Lining and Exterior Coating	Cement Mortar Interior Lining and Exterior Coating	Trim lining as necessary to allow full operation of butterfly or check valves at connections to the steel pipe.
		Line exposed portions of pipe interior with hand-applied epoxy conforming to 212-12. <b>3/4" (19 mm) minimum coating thickness (unless otherwise shown or soil is identified as corrosive).</b>
		Trim coating 6" to 12" (150 mm to 300 mm) above grade on spools penetrating to daylight or vault interiors.
		Apply a 3/4 inch minimum thickness cement mortar coating over the tape wrap in accordance with AWWA C205.

A7. Confirmed the lining thickness shall be 3/4" cement mortar. Exterior shall be tape coating with rock shield.

- Q8. Sta.1+18.90, Sta.11+21.11, Sta.28+39.91 call out 16x4 tee (MJ) and 2" blow-off. Can you please clarify what size blow-off are at these locations?
- A8. Sta.1+18.90, note 2 on sheet 66] [Sta.11+21.11, note 5 on sheet 67] [Sta.28+39.91, note 6 on sheet 69] Blow offs shall be 4-inches.
- Q9. Blow-off assembly std dwg SDW-144. Note 5. Says for steel and DI mains. Blow-off pipe material and coatings shall be same as mainline. Do the assemblies off 24" and 48" CML&TC+MC pipeline need to be steel? Or will PVC be accepted for all 4" blow-off assemblies?
- A9. Please adhere to standard drawing SDW-144.
- Q10. Air-Vac assembly std dwg SDW-160. Note 6. Says for steel and DI mains. Air-Vac pipe material and coatings shall be same as mainline. Do the assemblies off 24" and 48" CML&TC+MC pipeline need to be steel? Or will PVC be accepted for all blow-off assemblies?
- A10. Please adhere to standard drawing SDW-160.
- Q11. Will the butterfly valves be required to have 300# drill pattern?
- A11. Drill patterns shall be in accordance with ANSI B16.1, as required for design pressure.
- Q12. Sta.90+50.87- Is this considered a 6" fire service assembly? Will fire service qty be revised?
- A12. This is considered a branch reconnection. A separate bid item will not be provided.
- Q13. Sta.47+13.08- Is this considered a 12" water service assembly? Will bid item be provided?
- A13. This is considered a branch reconnection. A separate bid item will not be provided.
- Q14. Sta.27+82.59- Is this considered a 8" water service assembly? Will bid item be provided?
- A14. This is considered a branch reconnection. A separate bid item will not be provided.

Q15. Will MTS flaggers (if required) be covered under the MTS permit (bid item 88)?

A15. Please refer to Whitebook Section 600-5 Payment.

**C. ADDENDUM**

1. To Addendum A, Section B, **BIDDER'S QUESTIONS**, RFI No. 8, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Q8. What is the thickness of the CMC: 3/4" or 1.25" Drawing G9 has both thicknesses

NOMINAL PIPE SIZE	PRESSURE ZONE	MIN PIPE WALL THICKNESS	CEMENT MORTAR LINING THICKNESS	CEMENT MORTAR COATING THICKNESS
12-INCH	390/536	1/4" (0.250")	3/4"	1-1/4"
24-INCH	390/536	1/4" (0.250")	3/4"	1-1/4"
36-INCH	536	9/32" (0.281")	3/4"	1-1/4"
48-INCH	536	3/8" (0.375")	3/4"	1-1/4"

1. PROVIDE CEMENT MORTAR LINING AND COATING IN ACCORDANCE WITH AWWA C205, EXCEPT AS MODIFIED IN THE TABLE ABOVE.

2. COLD-APPLIED TAPE WRAP SHALL BE APPLIED TO THE PIPE EXTERIOR WITH A 3/4-INCH CEMENT MORTAR COATING ON TOP OF THE TAPE WRAP.

3. ALL OPEN CUT TRENCH SECTIONS SHALL ADHERE TO 2/C-73 UNLESS OTHERWISE NOTED.

4. SEE CALTRANS NOTES ON G-10 FOR TRENCH SECTION NOTE WITHIN CALTRANS ROW.

A8. The steel pipe coating shall be per note 2 which employs a 3/4" rock shield over the 3-layer dielectric tape system.

2. To Addendum A, Section C, Attachments, Item 1, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. To Attachment D, FUNDING AGENCY PROVISIONS, Section 10, Wage Rates, pages 64 through 95, **DELETE** in its entirety and **SUBSTITUTE** with pages 8 through 43 of this Addendum

**D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, SECTION 802 - NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING, **Subsection 802-2.1, Project Biologist, Item 6**, page 225, **DELETE** in its entirety.



2. To Attachment E, SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING, **Subsection 802-4, PAYMENT, Item d)**, page 225, **DELETE** in its entity and **SUBSTITUTE** with the following:
  - d) The payment for Biological Monitoring and Reporting throughout installation and the PEP includes coordination with the City's MMC staff. The payment for the Project Biologist shall be included in the lump sum Bid item for "Biological Monitoring and Reporting".

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *December 22, 2023*  
San Diego, California

RA/AJ/na

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

"General Decision Number: CA20230001 12/22/2023

Superseded General Decision Number: CA20220001

State: California

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

County: San Diego County in California.

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

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

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 \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the	

January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.15 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 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	06/09/2023
3	07/14/2023
4	08/11/2023
5	08/18/2023
6	09/01/2023
7	09/08/2023
8	10/06/2023
9	11/03/2023
10	11/17/2023
11	12/01/2023
12	12/22/2023

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

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ASBE0005-004 07/04/2022

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

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BOIL0092-003 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 49.05	41.79

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BRCA0004-008 11/01/2022

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

BRCA0018-004 06/01/2022

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

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BRCA0018-010 09/01/2022

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

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

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

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CARP0619-003 07/01/2021

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

	Rates	Fringes
Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

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 CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day  
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CARP0721-001 07/01/2021

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

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 CARP1607-004 07/01/2021

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

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 ELEC0569-001 06/05/2023

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

ELEC0569-004 06/01/2023

Rates

Fringes

ELECTRICIAN (Sound & Communications Sound

Technician).....\$ 38.78

14.04

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

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ELEC0569-005 06/01/2023

Rates

Fringes

Sound & Communications

Sound Technician.....\$ 38.78

14.04

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

transmission over fiber optics.

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/05/2023

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



ELEC1245-001 06/01/2022

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

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

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ELEV0018-001 01/01/2023

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

FOOTNOTE:

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

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70

	Rates	Fringes
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

	Rates	Fringes
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment  
(Tunnel Work)

	Rates	Fringes
GROUP 1.....	\$ 54.53	30.70

	Rates	Fringes
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
	Rates	Fringes
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground);

Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)



GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and

including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection

of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM.

Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.

Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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 IRON0229-001 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
 Naval Post Graduate School - Monterey, Yermo Marine Corps  
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LABO0089-001 07/01/2022

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors

and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete

saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

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LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS



GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all 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.

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LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite 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

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and

equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:  
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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PAIN0036-012 10/01/2023

	Rates	Fringes
GLAZIER.....	\$ 50.40	21.41

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PAIN0036-019 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.77	17.89

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PLAS0200-005 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

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PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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 PLUM0016-006 09/01/2023

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....\$ 61.68	61.68	26.51
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....\$ 53.51	53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 42.49	42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 55.18	55.18	26.26
	Rates	Fringes
	\$ 55.18	26.26

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PLUM0016-011 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 45.22	22.43

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PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

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ROOF0045-001 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

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SFCA0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.72

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SHEE0206-001 07/01/2023

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 50.20	30.80
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	10.24

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to



finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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 TEAM0166-001 07/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.12	25.57
GROUP 2.....	\$ 40.71	25.57
GROUP 3.....	\$ 40.91	25.57
GROUP 4.....	\$ 41.11	25.57
GROUP 5.....	\$ 41.31	25.57
GROUP 6.....	\$ 41.80	25.57
GROUP 7.....	\$ 43.31	25.57

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or

more, Transit Mix Trucks 8 yd and over, A-Frame Truck,  
Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not  
limited to Water Pull Tankers, Athey Wagons, DJB, B70  
Wuclids or like Equipment)

GROUP 7: Repairman

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



**ENGINEER OF WORK**

The Engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

*Sarah King*  
1) Registered Engineer

January 8, 2024  
Date

Seal:



*Jaime L. Ramos*  
2) For City Engineer

01/08/2024  
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. What Type flanges are you looking for on the steel piping? E-Flange or F-Flange. Not called out in plans or specs
- A1. Per AWWA C207-18, steel pipe in pressure zone 536 shall have Class E flanges.
- Q2. Please provide the butterfly spec for this job of what you will be requiring.
- A2. Butterfly valves shall be per 212-5 Valves.
- Q3. Please provide a bolt spec of what type of bolts you will be requiring.
- A3. Bolts shall be per 209-2 Steel Pipe and Fittings and 212 Water and Sewer System Valves and Appurtenances.
- Q4. There appears to be a 10" water service on sheet C-49 at Station 27+38, but there's no bid item for 10" water service. Under what bid item is this work included?
- A4. This item is included in Connection to Existing System by Contractor- 8"-12".
- Q5. Detail 2 on sheet C-73 (24" and larger) depicts a sawcut 6" beyond the limits of the trench, but also references SDG-107. SDG-107 requires full depth asphalt replacement matching trench width only (no t-cut). Please clarify whether a 6" t-cut on each side along full depth asphalt replacement (trench with +12") is required.
- A5. 6" t-cut on each side per detail 2, C-73 applies for pipe 24" and larger.
- Q6. Does the 6" T-cut referenced in Detail 2 also apply to trenches for pipelines less than 24" diameter?
- A6. Detail 2/C-73 shall apply for pipes 24" diameter and larger. For smaller mains, refer to City Standard Drawings (SDW-110).



- Q7. Per Std Drawing SDG-107 the influence area is measured from the limits of the trench without any T-cut required. If t-cut is required, is the influence area still measured from trench width limits or outside limits of the t-cut?
- A7. Reference the modified SDG-100 and SDG-107 provided in the specifications. As shown, the influence area starts from the edge of the trench.
- Q8. Will and under what circumstances will the contractor be required to remove any pavement floaters between parallel trenches, thereby requiring a full depth asphalt replacement beyond the limits of the trench.
- A8. Engineer will determine limits with contractor and paid in Bid items under Additive Alternate C.
- Q9. Please clarify under what bid item is "Median Repair" depicted on the resurfacing drawings to be included (BI 22-Median Curb and Gutter/?).
- A9. Median repair shall be covered under Water Main Bid item for which it is associated.
- Q10. Please clarify whether all median curb and gutter replacement associated with the pipeline and appurtenances is covered under Bid Item 22.
- A10. Confirmed, Median Curb and Gutter is covered under Bid item 22.
- Q11. Please clarify under what bid item curb and gutter replacement that is not within the median which is associated with the pipeline and appurtenances is to be included.
- A11. Additional curb and gutter removal and replacement is covered under Bid item 21.
- Q12. Street resurfacing plan sheets C-210 through C-213 notes indicate a 2" grind and cap is required; however, the legend indicates a 3" grind and cap is required. Please clarify the depth of grind and cap that is required in these areas.
- A12. Paving Schedule is correct.

- Q13. Plan sheet C-15 depicts a 35'x14' Installation Pit directly south of the PRS and east of the 8'x10' access pit for the MTS crossing, yet no pipeline is to be installed in this area. Is this pit shown in error? If not, please clarify what this pit is for.
- A13. The pit location is anticipated to be used for accessing the pipe installation between approx. Sta 113+65 to 114+72 to avoid having a large pit in the intersection, and away from the tracks. This pit will also be accessed to plug the 66-inch sewer.
- Q14. Please confirm that Bid Item 20- Remove and Replace Existing Sidewalk includes payment for the sidewalk replacement shown on the resurfacing drawings which is associated with installation of the pipeline and appurtenances.
- A14. Confirmed.
- Q15. The standard drawings provide details for only 4" and 6" blow-offs. Please provide detail for the 8" and 12" blow-offs required for this project.
- A15. 8" and 12" blow-offs shall be similar to SDW-145 with steel tangential outlet per detail 145A, included. SDW-145 shall be upsized for 8" and 12".
- Q16. The standard drawings provide details for only 1"-6" Air Releases. Please provide details for the 8" and 10" Air Releases required for this project.
- A16. 8" and 10" AVAR installation shall be similar to SDW-160 with piping upsized as specified, including welded steel up to gate valve, typical steel outlet collar per SDW-101 shall apply and SDW-117 AVAR Enclosure with D and H shall be submitted by contractor and is subject to approval by City Engineer.
- Q17. Thrust block design criteria is detailed on plan sheet C-73 for 12" and 16" water mains. Please confirm that no thrust blocks are required for the 24" and 48" water mains.
- A17. Confirmed, the 24" and 48" will be fully restrained welded steel.

- Q18. Bid Item 100 provides for the Contractor to furnish to the City materials for City Forces High-line work which will become property of the City after construction, but no highlining plans have been provided. Please provide a list of materials to be furnished for City Forces High-lining work.
- A18. Please refer to Work by City Forces Sheets C-500 to C-503 to delineate where connections to existing system will be performed by the City. Materials are called out in tables on Work by City Forces Sheets and notes on Civil Plan and Profile sheets notes identified as BY CITY FORCES.
- Q19. Please clarify whether the 25-month Long Term Maintenance and Monitoring work is included in or in addition to the 1,500 working day contract duration.
- A19. Contract Time is 1,300 working days. The 25-Month Long Term Maintenance and Monitoring (LTMM) is in addition to the 1,300 working day Contract Time. The 1,300 working day includes the Plant Establishment period (PEP) in accordance with Attachment E, Supplemental Special Provisions 6-1.1. The 25-month LTMM commences after the PEP per Appendix K, LTMM, Contract Term and paragraph 1.3, Commencement of Work & Maintenance Period.
- Q20. Will notice of completion be issued with completion of all Phase 1 (Construction), or only after the 25-month long term maintenance and monitoring period?
- A20. Notice of Completion will be issued with the completion of all Phase 1 work, (Construction Phase) including final acceptance of PEP.
- Q21. May the LTMM period commence prior to completion of Phase 1 (Construction) work, provided all planting and PEP are complete?
- A21. Yes. Refer to Appendix K, LTMM, Contract Term and paragraph 1.3 Commencement for Work & Maintenance Period.
- Q22. Are field office facilities required beyond completion of Phase 1 (Construction) or must they remain during the 25 month long term maintenance and monitoring period?
- A22. Field office facilities are NOT required beyond completion of Phase 1 (Construction). Field office shall be maintained until the Notice of Completion has been executed or recorded in accordance with Attachment E, Supplemental Special Provisions 8-2.5.

- Q23. Please confirm the quantity of Bid Item 120-Connection to Existing System by Contractor- 8"-12" (Quantity= 3 EA). We've identified 11 on the drawings.
- A23. The three connections included in this Bid item are C-45 Detail 1/C-76 (12") , C-48 (10") ,C-55, Det 6/C-77. Please refer to Work by City Forces Sheets C-500 to C-503 to delineate where connections to existing system will be performed by the City. Materials are called out in tables on Work by City Forces Sheets and notes on Civil Plan and Profile sheets notes identified as BY CITY FORCES.
- Q24. With regard to bid items 120 through 124 (Connections to the Existing System by Contractor), please clarify whether these bid items include installation of all lateral piping between the main and the point of connection.
- A24. Yes they do.
- Q25. Please confirm that Caltrans inspection fees will be reimbursed via BI 2 or clarify where CT inspection fees are paid.
- A25. Correct.
- Q26. We cannot find any MTS or railroad ROE agreement included with the contract documents and its unclear what requirements may be included including insurance provisions. Please provide.
- A26. Please refer to General Notes on G-8.
- Q27. Detail 2 on sheet C-73 depicts 6" of  $\frac{3}{4}$ " crushed rock with geogrid in select areas. Please confirm that the geo grid is placed below the rock as shown in the detail and no encapsulation of the rock is required.
- A27. That is correct. Fabric goes under the rock with no encapsulation required.
- Q28. No welding or joint details are included in the construction drawings. Please provide pertinent information.
- A28. Please refer to City of San Diego Standard Drawings.
- Q29. Specification 209-2.2.4 states, "All pipe shall have lap welded slip joints and shall be field welded on the inside and outside for pipe sizes greater than 24-inches in diameter." Is the City requiring double welded joints for all 24"-48" pipe for the entire project?
- A29. Yes.

- Q30 In performing our DBE outreach, as of November 1, 2023, Caltrans no longer maintains a database of DBE firms (See screenshot below). It appears to us that Caltrans has migrated to the California Unified Certification Program. Are we required to utilize this CUCP system in lieu of the Caltrans database referenced in the specifications?
- A30. Yes, contractors must utilize the CUCP site using the link provided in the solicitation (Attachment D, section 12.9) to search for Caltrans certified DBE contractors. Contractors are also encouraged to utilize the Caltrans DBE search page found at: <https://dot.ca.gov/programs/civil-rights/dbe-search> to search for and solicit to Minority/Women Certified Businesses (MBE/WBE).
- Q31. The spec limits the design to 33ksi yield. Based on the design requirements in the spec the 48" pipe would need to be 0.381" and the 48" elbows would need to be 0.444" thick. If a design up to 42ksi yield is allowed then we would be fine with the wall thickness minimums you have noted for the 48" pipe. We are asking to allow a design yield of 42ksi. Please review and advise. Design stress shall not exceed 16,500 psi. vs. The Table below) **209-2.2.1** Material Steel plates or sheets used in the manufacture of fabricated steel pipe shall comply with Table 1 in AWWA C200, with minimum yield point strength of 33,000 psi. Steel to be fully killed and made to a fine grain practice. Design stress shall not exceed 16,500 psi.

Diameter	Installation	Minimum Thickness	Lining and Coating
16-inch	Above Grade/ Exposed, Class 200 or Class 250	Pipe- ¼-inch Specials- ¼-inch Fittings- ¼-inch	Epoxy lined and coated per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy.
	Buried, Class 200 or Class 250	Pipe- ¼-inch Specials- ¼-inch Fittings- ¼-inch	Epoxy lined per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy. Pipe shall be tape and cement mortar coated per this provision.
24-inch	Above Grade/ Exposed, Class 200 or Class 250	Pipe- ¼-inch Specials- ¼-inch Fittings- ¼-inch	Epoxy lined and coated per AWWA C210 to 16 mils DFT with an NSF 61 approved epoxy.

Alvarado 2nd Extension Pipeline  
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	Buried, Class 200 or Class 250	Pipe- ¼-inch Specials- 5/32-inch Fittings- 5/32-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.
36-inch	Buried, Class 250	Pipe- 9/32-inch Specials- 9/32-inch Fittings- 9/32-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.
48-inch	Buried, Class 250	Pipe- 3/8-inch Specials- 3/8-inch Fittings- 3/8-inch	Cement mortar lined per AWWA C205 and tape and cement mortar coated per this provision.

- A31. Yes, 42 ksi is acceptable.

- Q32. Given the wide range of steel market price fluctuations and considering that the City requires to hold the bid prices for 180 days, we are asking to establish a compensation adjustment for steel price index fluctuations in a similar manner with what the City currently employs for the asphalt indexing for paving. We like to refer to the Morena Conveyance Pipeline Project where the City had to pay a change order of \$5.9 million dollars right at the start of the project. We strongly believe that by speeding the award process and using an index to compensate for steel price fluctuations will eliminate the risk factor quantified in the total bid price and such save ratepayers a considerable amount of money (by not requiring contractors to take the risk for future market price fluctuations: something we cannot forecast)
- A32. Steel pipe price index fluctuations will not be instituted.
- Q33. The specifications reference highlining plans which are not included in the contract drawings. Please provide any applicable highlining plans.
- A33. In the base bid scenario, the City will be installing the highlining as defined in Section 901-1 with materials provided by the Contractor. Materials are called out in tables on Work by City Forces Sheets C-500 to C-503, and notes referenced therein on Civil Plan and Profile sheets notes identified as BY CITY FORCES.
- Q34. Please confirm no highlining or special phasing is required for construction of the 12" water main.
- A34. That is correct. Shutdowns for connection of existing 12-inch to existing system to be coordinated with City.
- Q35. Please indicate which Standard Drawings are to be used for the AV/AR ASSY, BO ASSY and BYPASS piping and if the piping is ductile iron or steel.
- A35. For appurtenances 6-inches and less, the City of San Diego standard drawings shall apply. 8" and 12" blow-offs shall be similar to SDW-145 with steel tangential outlet per detail 145A, included. SDW-145 shall be upsized for 8" and 12". 8" and 10" AVAR installation shall be similar to SDW-160 with piping upsized as specified, including welded steel up to gate valve, typical steel outlet collar per SDW-101 shall apply and SDW-117 AVAR Enclosure with D and H shall be submitted by contractor and is subject to approval by City Engineer.

Q36. Solicitation Section 4-3.4 identifies "Welding Inspection" as subject to Specialty Inspection Paid for by the Contractor. Whitebook states that payment for Specialty Inspection is to be included in the bid item "Specialty Inspection Paid for by the Contractor"; however, no such bid item exists. Please clarify what bid item welding inspection is to be included.

A36. Please refer to Addendum B, Response 1.

Q37. Regarding item code 12, item code 541690, Archaeological and Native American Monitoring Program. On the plans for the project there are no limits listed, can you clarify where the limits are for the 7295 lateral feet that need to be monitored? Also, the line item lists 7,295 lateral feet for monitoring however the project is approximately 34,000 lateral feet of new pipeline, and 19,750 lateral feet of replacement. I was wondering if you could clarify the discrepancy in lateral footage. there are approximately 26,705 lateral feet of new trenching unaccounted for. I would like to add that all of the trenching activities in this project are within .25 miles of Archaeological/cultural sites and should be monitored according to Section V. Impact Analysis of the "Addendum to Mitigated Negative Declaration" "To reduce potential archaeological resource impacts to below a level of significance, all excavation and trenching activities occurring within or near previously recorded prehistoric cultural resources would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the Mitigation Monitoring and Reporting Program (MMRP) detailed in Section VI."

A37. Paleo monitoring has been determined to not be needed. Archaeological and Native American Monitoring will be required at the following locations:

Archaeology Monitoring 24" (78+00 to 116+50) W of I5 to PRS Site (less trenchless at existing sewer/RR crossing)
Archaeology Monitoring 48" (110+00 to 127+00) Riverwalk less trenchless at 163
Archaeology Monitoring 48" (159+00 to 172+00) Friars ramps
Archaeology Monitoring 16" (8+50 to 20+50) PRS Site Friars to C-58

- Q38. Should the 48" and 24" steel pipe going through the casings have a rock-shield cement over-coating, or just a tape coating?
- A38. Please refer to Addendum C, Section C., which states the steel pipe coating shall be ¾" rock shield over the 3-layer dielectric tape system.
- Q39. With regard to the SR 163 crossing, the contract drawings identify settlement monitoring points and utility monitoring points located outside the limits of the Caltrans ROW. Please confirm that no additional monitoring is required within the Caltrans ROW or anywhere other than what is identified on the drawings.
- A39. All known required monitoring points are shown on the drawings.
- Q40. All of the access manholes referenced by Bid Item 111 reference Detail 1 on C-79. None of the manholes referenced by bid item 110 reference that detail. Please confirm Detail 1 on sheet C-79 is to be used for all manholes included in Bid items 110 and 111 or provide applicable details.
- A40. Access MHs on the 24-inch pipeline do not have a custom detail in the drawing set so shall adhere to the City of San Diego Standard Drawing SDW-103.
- Q41. In specification section 31 79 13 Microtunneling, it states that the MTBM equipment shall be capable of crushing or excavating cobbles or other objects up to 33% of the outside diameter of MTBM up to 30,000 psi in strength. 33% percent of a 60-inch MTBM would indicate boulder sized material up to 30,000 psi. Will this size and strength material be encountered in the Microtunnel alignment?
- A41. Please refer to the Geotechnical Baseline Report for the contractual definition of anticipated subsurface conditions.
- Q42. Specification section 31 79 13 Microtunneling, 3.05 Obstructions, A. references obstructions to be defined in section 02 40 00 Tunneled Crossings. However, there is no Obstruction definition in section 02 40 00. How will Obstructions be defined?
- A42. Obstructions will be defined as objects larger than 33% of the outside diameter of MTBM.



- Q43. In specification section 40 27 00 Steel Casing for Microtunneling, Permalok press fit joints are referenced as an acceptable casing connection. Will Tri-loc, a similar product regularly substituted as equal be acceptable?
- A43. Contractor may elect to submit a proposal to substitute a press fit joint for a welded joint, subject to approval of the substitution by Caltrans and the City Engineer.
- Q44. Will cathodic protection be required on the 60-inch steel Microtunnel casing even though it is to be used in a two-pass system?
- A44. Cathodic protection is not required on the casing.
- Q45. Verify that the configuration for the outlets of ALL Blow-Off assemblies is to be tangential per Item 12 on SDW-146 and NOT as shown on SDW-144 or SDW-145. Also, verify that the limit of the steel pipe stops at Note 12 on SDW-146 and that everything beyond is either DIP or PVC.
- A45. Blow-Offs shall be tangential as shown on SDW-146 with similar risers and restoration as shown on SDW-145. Steel pipe shall be utilized up to BO valve, item 8 in SDW-146.
- Q46. Clarify if the limit of the steel pipe for ALL Air Release assemblies stops at either Item 13 or Item 14 on SDW-160, and that everything beyond is either DIP or PVC.
- A46. Steel pipe shall be utilized up to AVAR valve, item 12 in SDW-160.
- Q47. Clarify if the 3", 4" or 6" Bypass pipe on SDW-154 is steel, DIP or PVC?
- A47. Consistent with note 1, bypass piping shall be same material and class as mainline pipe.

**C. REQUIRED DOCUMENTS SCHEDULE**

1. To the **Required Documents Schedule During Bidding and Awarding Table**, page 6, **ADD** the following:

17.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
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**D. ATTACHMENTS**

1. To **Attachment F, RESERVED**, page 335, **DELETE** in its entirety and **SUBSTITUTE** with pages 17 through 20 of this Addendum.

## E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, SECTION 302 – ROADWAY SURFACING, **Subsection 302-5.2, Pavement Restoration Adjacent to Trench**, pages 198 through 199, **DELETE** in their entirety and **SUBSTITUTE** with the following:

**302-5.2 Pavement Restoration Adjacent to Trench.** To the "WHITEBOOK", **DELETE** in its entirety and **SUBSTITUTE** with the following:

**302-5.2 Pavement Restoration Adjacent to Trench Influence Zone**

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING and as shown on the Plans.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6 "Preparatory Repair Work", and as shown on the Plans.

**302-5.2.1 Measurement and Payment.** To the "WHITEBOOK", item 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9 "Measurement and Payment", and paid for under Bid Item "Asphalt Concrete Overlay", unless separate Bid items have been provided. The following shall be included in the payment for "Asphalt Concrete Overlay":
  - a) Saw-cutting existing edges.
  - b) Applying tack coat.

- c) Placement, curing, and protection of new pavement.
  - 2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12 "Payment", and paid for under Bid Item "Cold Milling (2 inch)".
  - 3. The payment for base repair Work shall be made in accordance with Section 301-1.7 "Payment".
- 2. To Attachment E, **ADD APPENDIX S - BLOW-OFF DETAIL**, pages 15 through 16 of this Addendum.

**F. CERTIFICATIONS AND FORMS**

- 1. To Certifications and Forms, **ADD, IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE**, page 21 of this Addendum.

**G. ADDITIONAL CHANGES**

- 1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237310	Median Curb and Gutter	LF	<del>243</del>	303-5.9
				<u>330</u>	

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *January 8, 2024*  
San Diego, California

RA/AJ/na

**APPENDIX S**  
**BLOW-OFF DETAIL**

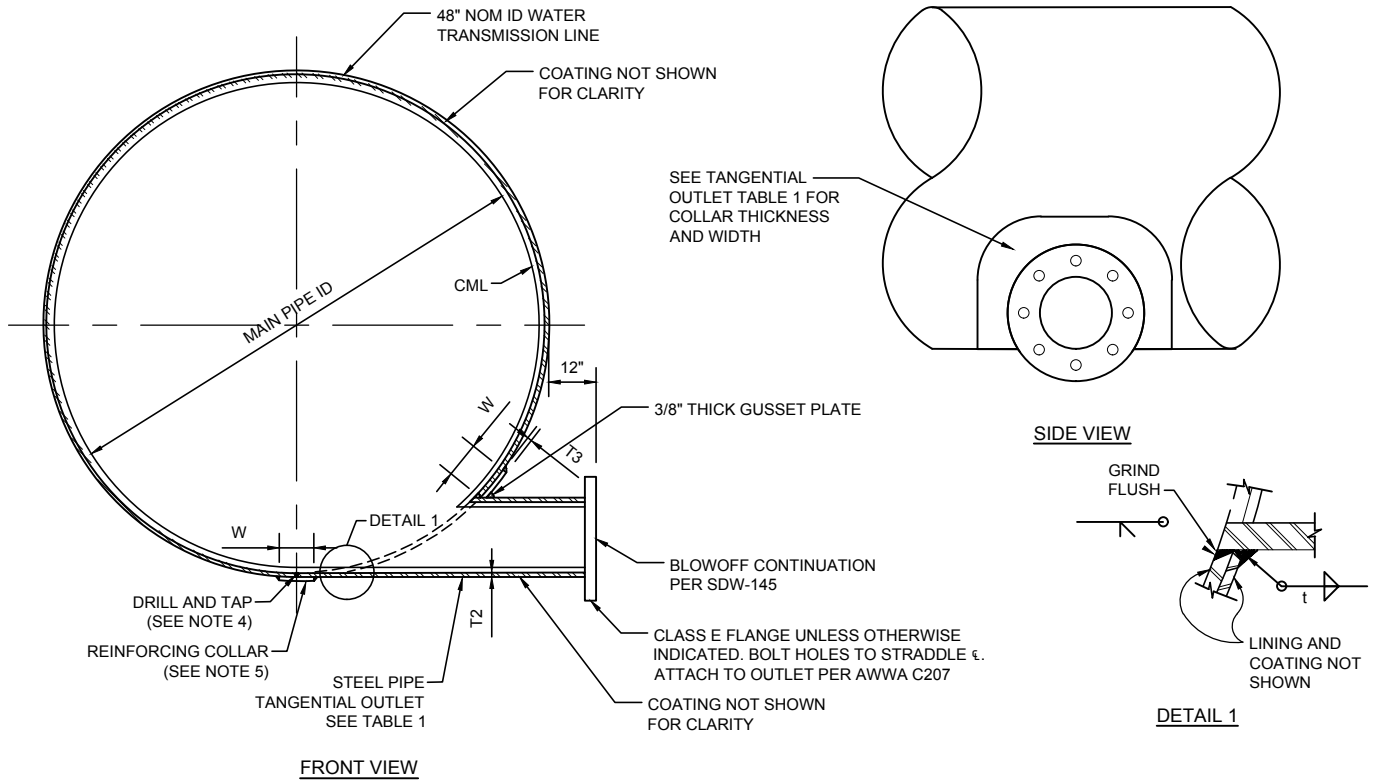


TABLE 1 - TANGENTIAL OUTLET

MAIN PIPE NOMINAL DIAMETER (IN)	OUTLET PIPE NOMINAL DIAMETER (IN)	OUTLET PIPE STEEL WALL THICKNESS (T2) (IN)	COLLAR THICKNESS, (T3) (IN)	COLLAR EDGE WIDTH, (W) (IN)	OVERALL REINFORCEMENT WIDTH (IN)
48	8	0.406	0.375	2.937	14
48	12	0.375	0.375	4.125	21.25

**NOTES:**

1. COAT ALL EXPOSED SURFACES AS SPECIFIED. COATING THICKNESS OF OUTLET PIPE TO EQUAL COATING THICKNESS OF MAIN PIPE.
2. OUTLETS ARE DESIGNED FOR SPECIFIC APPLICATIONS ONLY. IF ANY OUTLETS ARE ADDED TO THOSE CURRENTLY SHOWN ON THE DRAWINGS, NEW COLLAR DIMENSIONS SHALL BE CALCULATED SPECIFICALLY FOR THE APPLICATION.
3. TEST ALL WELDS PER SPECIFICATIONS.
4. PERFORM THE FOLLOWING COLLAR LEAK TEST PROCEDURES AFTER DYE PENETRANT TESTING:
  - a. DRILL AND TAP 1/4" NPT HOLE BEFORE WELDING.
  - b. CONDUCT AN AIR/SOAP SOLUTION LEAK TEST AT 40 PSI AIR PRESSURE AS SPECIFIED FOR FIELD WELDED JOINTS.
  - c. IF LEAKS ARE DETECTED REPAIR AND RETEST THE WELDS UNTIL THERE ARE NO DEFECTS.
  - d. PLUG HOLE ON COMPLETION OF TESTS AND COAT AS SPECIFIED.
5. CONSTRUCT REINFORCING COLLARS FROM THE SAME MATERIAL AS THE ADJOINING PIPELINE.
6. SEE PLAN AND PROFILE DRAWINGS FOR LOCATION AND SIZE OF TANGENTIAL OUTLET CONNECTIONS.
7. ALL FILLET WELDS TO BE CONTINUOUS WITH A MINIMUM THICKNESS EQUAL TO THE THINNEST OF THE TWO MEMBERS JOINED.

**TANGENTIAL OUTLET FOR 8" AND 12" BLOW-OFF 145A**



CITY OF SAN DIEGO  
 ALVARADO 2ND EXTENSION PIPELINE  
 DETAIL 145A  
 TANGENTIAL OUTLET FOR 8" AND 12" BLOW-OFF

BLOCK UNITS:  
 APPROVED BY:  
 DATE:  
 JANUARY 2024

**ATTACHMENT F**  
**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)**  
**COMPLIANCE**

## ATTACHMENT F

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
  2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
  3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
  2. The address or a description of the specific location of the emergency;
  3. The dates on which the emergency operations were performed; and
  4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email [dieselcomplaints@arb.ca.gov](mailto:dieselcomplaints@arb.ca.gov), for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the



information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

## CONTRACTOR CERTIFICATION

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### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, CARB, and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. ADDENDUM**

1. To Addendum D, Section C, **Required Documents Schedule**, item 1, page 12, **DELETE** in its entirety and **SUBSTITUTE** with Section C, Item 1 of this Addendum.

**C. REQUIRED DOCUMENTS SCHEDULE**

1. To the **Required Documents Schedule During Bidding and Awarding Table**, pages 5 through 6, **DELETE** in their entirety and **SUBSTITUTE** with the following:

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.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
8.	Form 4500-3: DBE Subcontractor Performance Form	At Time of Bid	ALL BIDDERS
9.	Form 4500-4: DBE Subcontractor Utilization Form	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
10.	Bid Bond (Original)	By 5 PM, 1 Working Day After Bid Opening	ALL BIDDERS
11.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
12.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
13.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
14.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
15.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
16.	Phased Funding Schedule Agreement (when required)	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
17.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
18.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
19.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
20.	Form UR-334: California State Revolving Funds (CASRF)	Annually. See attachment D requirements.	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
21.	Form 4500-2: DBE Subcontractor Participation Form	See attachment D requirements.	AWARDED BIDDER
22.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

Rania Amen, Director  
 Engineering & Capital Projects Department

Dated: *January 9, 2024*  
 San Diego, California

RA/AJ/na

## Bid Results

### Bidder Details

**Vendor Name** OHLA USA, Inc  
**Address** 1920 Main Street, Suite 310  
 Irvine, California 92614  
 United States  
**Respondee** Craig Huss  
**Respondee Title** Chief Estimator  
**Phone** 949-242-4432  
**Email** ca.est@ohla-usa.com  
**Vendor Type** CADIR  
**License #** 984140  
**CADIR** 1000000612

### Bid Detail

**Bid Format** Electronic  
**Submitted** 01/18/2024 1:57 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 360078

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
alt.pdf	alt.pdf	SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS
Mandatory Disclosure of Business Interest Form.pdf	Mandatory Disclosure of Business Interest Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment & Suspension Certification.pdf	Debarment & Suspension Certification.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)
debar subs.pdf	debar subs.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)
Disclosure of Lobbying Activities.pdf	Disclosure of Lobbying Activities.pdf	DISCLOSURE OF LOBBYING ACTIVITIES
perf dba.pdf	perf dba.pdf	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE SUBCONTRACTOR PERFORMANCE FORM
util dba.pdf	util dba.pdf	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SUBCONTRACTOR UTILIZATION FORM
Bid Bond.pdf	Bid Bond.pdf	Bid Bond



## Subcontractors

Showing 12 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>BRINO BUILDERS INC</b> 1490 KOSTNER DRIVE San Diego, California 92154	Minor Concrete Flatwork - Curb, Gutter, Sidewalk [CONSTRUCTOR]	1021086	1000550020	\$757,375.00	ELBE, CADIR, MALE, LAT, DBE
<b>Crest Equipment Inc</b> 161 Scottford Drive El Cajon, California 92021	Water Truck [CONSTRUCTOR]	892791	1000005405	\$110,000.00	DBE, PQUAL, SDB, WBE, MBE, CADIR, FEM, WOSB, CAU, Local
<b>HMS Construction, Inc</b> 2885 Scott Street Vista, California 92081	Traffic Signals / Loops [CONSTRUCTOR]	765590	1000000923	\$1,909,900.00	Local
<b>Keller North America, Inc.</b> 7550 TEAGUE ROAD STE 300 Hanover, Maryland 21076	Compaction Grouting [CONSTRUCTOR]	482246	1000006388	\$4,615,241.00	
<b>Loveless Linton, Inc.</b> 1421 W Lewis St. San Diego, California 92103	Archaeologist & Biologist [CONSULTANT]	N/A	1000047263	\$145,942.00	Local
<b>RAP Engineering, Inc.</b> 503 E. Mission Road San Marcos, California 92069	Asphalt Paving [CONSTRUCTOR]	880956	1000002968	\$800,000.00	DBE, MBE, CADIR, MALE, LAT, Local
<b>REC Trucking Inc</b> 1128 2nd Ave. Chula Vista, California 91911	Trucking [CONSTRUCTOR]	1087615	1000040647	\$950,000.00	Local
<b>So Cal Pipeline Welding</b> 2126 Green Canyon Rd Fallbrook, California 92028	Welding [CONSTRUCTOR]	837155	1000024780	\$840,000.00	Local
<b>Soclaris Contracting</b> 7437 Lowell Ct. La Mesa, California 91942	PCS Sampling, Transportation, & Disposal [CONSTRUCTOR]	793838	1000011964	\$533,000.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local
<b>Statewide Stripes, Inc</b> PO Box 600710 San Diego, California 92160-0710	Striping / Pavement Markings, Pedestrian Barricade [CONSTRUCTOR]	788286	1000001334	\$1,036,977.36	Local
<b>Ward &amp; Burke Tunneling Inc.</b> 20 South 3rd street ste 210 COLUMBUS, Ohio 43215	Microtunneling [CONSTRUCTOR]	1050689	1000553016	\$3,482,893.45	
<b>Western Gardens Landscaping, Inc.</b> 4616 Pannonia Rd. Carlsbad, California 92008	Landscape & Irrigation, Plant Establishment & Revegetation. [CONSTRUCTOR]	662550	1000004289	\$184,952.60	CADIR, SLBE, Local



## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$115,176,587.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$1,400,000.00	\$1,400,000.00	Yes	
2	237310		Caltrans Encroachment Permit Submittal (EOC Type I)	AL	1	\$30,000.00	\$30,000.00	Yes	
3	237310		Easement Special Provisions (EOC Type I)	AL	1	\$200,000.00	\$200,000.00	Yes	
4	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
5	237110		Dewatering Non-Hazardous Contaminated Water and Non-Contaminated (12-inch pipeline)	LS	1	\$30,000.00	\$30,000.00	Yes	
6	237110		Dewatering Non-Hazardous Contaminated Water and Non-Contaminated (16-inch pipeline)	LS	1	\$30,000.00	\$30,000.00	Yes	
7	237110		Dewatering Non-Hazardous Contaminated Water and Non-Contaminated (24-inch pipeline)	LS	1	\$1,000,000.00	\$1,000,000.00	Yes	
8	237110		Dewatering Non-Hazardous Contaminated Water and Non-Contaminated (48-inch pipeline)	LS	1	\$3,700,000.00	\$3,700,000.00	Yes	
9	238990		Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$60,000.00	\$60,000.00	Yes	
10	238990		Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil	TON	5210	\$60.00	\$312,600.00	Yes	
11	238990		Loading, Transportation, and Disposal of Petroleum Contaminated Soil	TON	5210	\$90.00	\$468,900.00	Yes	
12	541690		Archaeological and Native American Monitoring Program	LF	7295	\$70.00	\$510,650.00	Yes	
13	541690		Suspension of Work - Resources	DAY	40	\$15,000.00	\$600,000.00	Yes	
14	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$30,000.00	\$30,000.00	Yes	
15	237110		Mobilization	LS	1	\$3,640,000.00	\$3,640,000.00	Yes	
16			Field Orders (EOC Type II)	AL	1	\$5,611,900.00	\$5,611,900.00	Yes	
17	237110		Field Office Class A	LS	1	\$1,975,000.00	\$1,975,000.00	Yes	
18	238910		Concrete Pavement (5.5 Inch thick)	CY	15	\$910.00	\$13,650.00	Yes	
19	237310		Bus Stop Pad	CY	45	\$1,020.00	\$45,900.00	Yes	
20	237310		Remove and Replace Existing Sidewalk	SF	8400	\$18.50	\$155,400.00	Yes	
21	237310		Additional Curb and Gutter Removal and Replacement	LF	965	\$90.00	\$86,850.00	Yes	
22	237310		Median Curb and Gutter	LF	330	\$72.50	\$23,925.00	Yes	
23	237310		Cross Gutter	SF	2000	\$24.50	\$49,000.00	Yes	
24	237310		Island Passageway (SDG-139)	EA	2	\$18,400.00	\$36,800.00	Yes	
25	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	33	\$38,000.00	\$1,254,000.00	Yes	
26	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	11	\$31,000.00	\$341,000.00	Yes	
27	237310		Curb Ramp (Type C-1) with Stainless Steel Detectable Warning Tiles	EA	4	\$38,000.00	\$152,000.00	Yes	
28	237310		Curb Ramp Modified (Type A) with Stainless Steel Detectable Warning Tiles	EA	14	\$28,000.00	\$392,000.00	Yes	
29	237310		Detectable Warning Tiles (Solely)	SF	192	\$80.00	\$15,360.00	Yes	
30	237110		Phased Paving	EA	25	\$12,300.00	\$307,500.00	Yes	
31	237110		536/390 Pressure Reducing Station	LS	1	\$1,060,000.00	\$1,060,000.00	Yes	
32	237110		Abandon and Fill Existing Water Main Outside of the Trench Limit - 8-inch	LF	1276	\$32.00	\$40,832.00	Yes	
33	237110		Abandon and Fill Existing Water Main Outside of the Trench Limit - 12-inch	LF	7365	\$22.00	\$162,030.00	Yes	
34	237110		Abandon and Fill Existing Water Main Outside of the Trench Limit - 16-inch	LF	9019	\$24.00	\$216,456.00	Yes	
35	237110		Handling and Disposal of Non-friable Asbestos Material	LF	4644	\$50.00	\$232,200.00	Yes	
36	237110		Water Main (36-inch CML&TC+MC)	LF	108	\$2,280.00	\$246,240.00	Yes	
37	237110		Water Main (48-inch CML&TC+MC)	LF	20991	\$1,620.00	\$34,005,420.00	Yes	
38	237110		Water Main (12-Inch, Class 235)	LF	8650	\$250.00	\$2,162,500.00	Yes	
39	237110		Water Main (16-Inch, Class 235)	LF	10655	\$376.00	\$4,006,280.00	Yes	
40	237110		Water Main (16-Inch, Class 305)	LF	629	\$350.00	\$220,150.00	Yes	
41	237110		Water Main (24-inch CML&TC+MC)	LF	10870	\$1,090.00	\$11,848,300.00	Yes	
42	237110		Water Main (24-Inch DI) Napa/Friars (Thru Existing 66-Inch Casing Pipe)	LS	1	\$620,000.00	\$620,000.00	Yes	
43	237110		Water Main (24-Inch DI) I-5 Cut and Cover in Casing	LS	1	\$630,000.00	\$630,000.00	Yes	
44	237110		Water Main (24-Inch DI) STA 111+00 to 112+95 Cut and Cover in Casing	LS	1	\$450,000.00	\$450,000.00	Yes	
45	237110		Water Main (48-Inch DI) I-805 Crossing, Cut and Cover in Casing	LS	1	\$2,150,000.00	\$2,150,000.00	Yes	
46	237110		Engineered Trench Shoring	LS	1	\$820,000.00	\$820,000.00	Yes	
47	237110		Butterfly Valve (16-Inch, Class 250)	EA	10	\$13,500.00	\$135,000.00	Yes	
48	237110		Butterfly Valve (24-Inch, Class 250)	EA	13	\$26,000.00	\$338,000.00	Yes	
49	237110		Butterfly Valve (48-Inch, Class 250)	EA	12	\$84,000.00	\$1,008,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237110		Gate Valve (10-Inch)	EA	1	\$5,300.00	\$5,300.00	Yes	
51	237110		Gate Valve (12-Inch)	EA	7	\$10,000.00	\$70,000.00	Yes	
52	237110		Water Valve Bypass for T-Mainline 48-inch	EA	1	\$27,800.00	\$27,800.00	Yes	
53	237110		Water Valve Bypass for Straight Mainline 16-Inch and Larger	EA	10	\$27,800.00	\$278,000.00	Yes	
54	237110		Water Valve Bypass for Straight Mainline 24-Inch and Larger	EA	13	\$27,800.00	\$361,400.00	Yes	
55	237110		Water Valve Bypass for Straight Mainline 48-Inch and Larger	EA	10	\$27,800.00	\$278,000.00	Yes	
56	237110		Fire Hydrant Assembly and Marker (6-Inch, 3 Port)	EA	31	\$30,200.00	\$936,200.00	Yes	
57	237110		Fire Service Connection and Assembly (6-Inch)	EA	9	\$28,900.00	\$260,100.00	Yes	
58	237110		Fire Service Connection and Assembly (8-Inch)	EA	1	\$32,900.00	\$32,900.00	Yes	
59	237110		Water Service (1-Inch)	EA	5	\$8,100.00	\$40,500.00	Yes	
60	237110		Water Service (2-Inch)	EA	64	\$11,000.00	\$704,000.00	Yes	
61	237110		Water Service (6-Inch)	EA	1	\$29,000.00	\$29,000.00	Yes	
62	237110		Blow-Off Valve Assembly (2-Inch)	EA	10	\$18,500.00	\$185,000.00	Yes	
63	237110		Blow-Off Valve Assembly (4-Inch)	EA	40	\$26,670.00	\$1,066,800.00	Yes	
64	237110		Blow-Off Valve Assembly (6-Inch)	EA	7	\$35,600.00	\$249,200.00	Yes	
65	237110		Blow-Off Valve Assembly (8-Inch)	EA	8	\$39,700.00	\$317,600.00	Yes	
66	237110		Blow-Off Valve Assembly (12-Inch)	EA	3	\$51,500.00	\$154,500.00	Yes	
67	237110		Air and Vacuum (Air Release) Valve Assembly (2-Inch)	EA	32	\$16,000.00	\$512,000.00	Yes	
68	237110		Air and Vacuum (Air Release) Valve Assembly (4-Inch)	EA	13	\$23,000.00	\$299,000.00	Yes	
69	237110		Air and Vacuum (Air Release) Valve Assembly (6-Inch)	EA	10	\$30,000.00	\$300,000.00	Yes	
70	237110		Air and Vacuum (Air Release) Valve Assembly (8-Inch)	EA	10	\$40,000.00	\$400,000.00	Yes	
71	237110		Air and Vacuum (Air Release) Valve Assembly (10-Inch)	EA	1	\$46,000.00	\$46,000.00	Yes	
72	237310		Temporary Resurfacing	TON	500	\$330.00	\$165,000.00	Yes	
73	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	90	\$320.00	\$28,800.00	Yes	
74	237110		Imported Trench Backfill	TON	5210	\$68.00	\$354,280.00	Yes	
75	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$1,000,000.00	\$1,000,000.00	Yes	
76	237310		Continental Crosswalks	SF	33000	\$7.25	\$239,250.00	Yes	
77	238990		Video Recording of Existing Conditions	LS	1	\$36,100.00	\$36,100.00	Yes	
78	237110		Potholing Existing Utilities and Potholing Report	LS	1	\$776,000.00	\$776,000.00	Yes	
79	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	76	\$1,500.00	\$114,000.00	Yes	
80	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	82	\$1,200.00	\$98,400.00	Yes	
81	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	195	\$1,100.00	\$214,500.00	Yes	
82	237310		Excavate and Export (Scheduled)	CY	98	\$339.00	\$33,222.00	Yes	
83	237310		Class 2 Aggregate Base (Scheduled)	TON	147	\$36.00	\$5,292.00	Yes	
84	237310		Asphalt Concrete Base (Scheduled)	TON	147	\$215.00	\$31,605.00	Yes	
85	237310		Excavate and Export (Unscheduled)	CY	40	\$775.00	\$31,000.00	Yes	
86	237310		Class 2 Aggregate Base (Unscheduled)	TON	60	\$36.00	\$2,160.00	Yes	
87	237310		Asphalt Concrete Base (Unscheduled)	TON	60	\$215.00	\$12,900.00	Yes	
88	237110		MTS Right of Entry Permit (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
89	237310		Traffic Control	LS	1	\$4,000,000.00	\$4,000,000.00	Yes	
90	238210		Temporary Detection System	EA	15	\$42,000.00	\$630,000.00	Yes	
91	237310		Pedestrian Barricade (Type A)	EA	13	\$2,300.00	\$29,900.00	Yes	
92	561730		Shrub Replacement at Civita Frontage	LS	1	\$33,000.00	\$33,000.00	Yes	
93	561730		Lawn Replacement	SF	4865	\$12.00	\$58,380.00	Yes	
94	561730		Tree ( 36-Inch Box)	EA	1	\$4,000.00	\$4,000.00	Yes	
95	561730		Irrigation System	LS	1	\$60,000.00	\$60,000.00	Yes	
96	561730		Irrigation Repair at Civita Frontage	LS	1	\$38,000.00	\$38,000.00	Yes	
97	541330		120 Calendar Day Plant Establishment Period (PEP)	LS	1	\$18,600.00	\$18,600.00	Yes	
98	541330		Biological Monitoring and Reporting	LS	1	\$82,000.00	\$82,000.00	Yes	
99	541330		25-Month Revegetation Maintenance and Monitoring Program	LS	1	\$33,000.00	\$33,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	10655	\$10.00	\$106,550.00	Yes	
101	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger.	LS	1	\$53,000.00	\$53,000.00	Yes	
102	237110		Pavement Restoration for Final Connection	SF	100	\$88.00	\$8,800.00	Yes	
103	541330		SWPPP Development	LS	1	\$4,658.00	\$4,658.00	Yes	
104	237310		SWPPP Implementation	LS	1	\$3,818,747.00	\$3,818,747.00	Yes	
105	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
106	237110		Cathodic Protection	LS	1	\$913,000.00	\$913,000.00	Yes	
107	237990		Trenchless Construction (SR 163 Crossing)	LS	1	\$5,300,000.00	\$5,300,000.00	Yes	
108	238910		Drilled Holes	VLF	30855	\$92.00	\$2,838,660.00	Yes	
109	238110		Compaction Grout	CF	82466	\$40.00	\$3,298,640.00	Yes	
110	237110		Access Manways (24-Inch Pipe)	EA	7	\$58,000.00	\$406,000.00	Yes	
111	237110		Access Manways (36-Inch and 48-Inch Pipe)	EA	14	\$58,000.00	\$812,000.00	Yes	
<b>Additive Alternate A</b>							\$385,021.25		
112	237110		Highlining Installation by the Contractor	LF	10655	\$22.00	\$234,410.00	Yes	
113	237110		Highlining Removed by the Contractor	LF	10655	\$4.75	\$50,611.25	Yes	
114	237110		Furnished Materials for Contractor High Line Work	LS	1	\$100,000.00	\$100,000.00	Yes	
<b>Deductive Alternate A</b>							-\$57,537.00		
115	237110		Contractor Furnished Materials for the City Forces High-Line Work (Deductive)	LF	-10655	\$5.40	-\$57,537.00	Yes	
<b>Additive Alternate B</b>							\$985,400.00		
116	237110		12-Inch Cut-In Tee Connection to Existing System by Contractor (per note, Sheet C-55)	EA	1	\$45,500.00	\$45,500.00	Yes	
117	237110		16-Inch Cut-In Tee Connection to Existing System by Contractor (per note, Sheet C-56)	EA	1	\$55,800.00	\$55,800.00	Yes	
118	237110		16-Inch Cut-In Cross Connection to Existing System by Contractor (per note, Sheet C-70)	EA	1	\$58,900.00	\$58,900.00	Yes	
119	237110		Cut and Plug by Contractor	EA	48	\$10,700.00	\$513,600.00	Yes	
120	237110		Connections to The Existing System by Contractor (8-Inch through 12-Inch)	EA	3	\$8,000.00	\$24,000.00	Yes	
121	237110		Connections to The Existing System by Contractor (16-Inch)	EA	7	\$12,800.00	\$89,600.00	Yes	
122	237110		Connections to The Existing System by Contractor (30-Inch)	EA	1	\$56,600.00	\$56,600.00	Yes	
123	237110		Connections to The Existing System by Contractor (36-Inch)	EA	1	\$64,600.00	\$64,600.00	Yes	
124	237110		Connections to The Existing System by Contractor (48-Inch)	EA	1	\$76,800.00	\$76,800.00	Yes	
<b>Additive Alternate C</b>							\$6,568,732.50		
125	237310		Excavate and Export (Scheduled)	CY	156	\$300.00	\$46,800.00	Yes	
126	237310		Class 2 Aggregate Base (Scheduled)	TON	158	\$70.00	\$11,060.00	Yes	
127	237310		Asphalt Concrete Base (Scheduled)	TON	158	\$190.00	\$30,020.00	Yes	
128	237310		Excavate and Export (Unscheduled)	CY	62	\$700.00	\$43,400.00	Yes	
129	237310		Class 2 Aggregate Base (Unscheduled)	TON	63	\$79.00	\$4,977.00	Yes	
130	237310		Asphalt Concrete Base (Unscheduled)	TON	63	\$230.00	\$14,490.00	Yes	
131	237310		Asphalt Concrete Overlay	TON	22040	\$200.00	\$4,408,000.00	Yes	
132	237310		Cold Mill AC Pavement (> 1 inch - 3 inch) (2-Inch)	SF	131810	\$1.30	\$171,353.00	Yes	
133	237310		Cold Mill AC Pavement (> 1 inch - 3 inch) (3-Inch)	SF	1128150	\$1.55	\$1,748,632.50	Yes	
134	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	90	\$1,000.00	\$90,000.00	Yes	
<b>Additive Alternate D (Bikeway Improvements)</b>							\$185,648.90		
135	237310		Painted Traffic Striping/Detail 9/12 (Paint)	LF	1213	\$1.20	\$1,455.60	Yes	
136	238210		Painted Traffic Striping/Detail 36A/38A (Paint)	LF	122	\$1.20	\$146.40	Yes	
137	237310		Painted Traffic Striping/Detail 32 (Paint)	LF	1550	\$1.25	\$1,937.50	Yes	
138	237310		Painted Traffic Striping/Detail 39 (Paint)	LF	19736	\$1.25	\$24,670.00	Yes	
139	237310		Painted Traffic Striping/Detail 39A/40 (Paint)	LF	1917	\$1.20	\$2,300.40	Yes	
140	237310		Painted Traffic Striping/Detail 27B (Paint)	LF	250	\$1.20	\$300.00	Yes	
141	237310		Thermoplastic Traffic Striping/Green Pavement Treatment	SF	764	\$29.00	\$22,156.00	Yes	
142	237310		Thermoplastic Traffic Striping/Diagonal Buffer Stripe	LF	3600	\$12.00	\$43,200.00	Yes	
143	237310		Thermoplastic Pavement Marking / Legend - Bike w/ Arrow Symbol	EA	56	\$602.00	\$33,712.00	Yes	
144	237310		Thermoplastic Pavement Marking /Sharrows	EA	18	\$903.00	\$16,254.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
145	237310		Traffic Sign on New Post (SDM-104)	EA	13	\$1,000.00	\$13,000.00	Yes	
146	237310		Traffic Sign on existing post	EA	3	\$410.00	\$1,230.00	Yes	
147	237310		Traffic Signal Loop and Appurtenance (Type Q)	EA	3	\$3,370.00	\$10,110.00	Yes	
148	237310		Mobilization	LS	1	\$3,200.00	\$3,200.00	Yes	
149			Field Orders (EOC Type II)	AL	1	\$11,977.00	\$11,977.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$115,176,587.00
Additive Alternate A	\$385,021.25
Deductive Alternate A	-\$57,537.00
Additive Alternate B	\$985,400.00
Additive Alternate C	\$6,568,732.50
Additive Alternate D (Bikeway Improvements)	\$185,648.90
<b>Grand Total</b>	<b>\$123,243,852.65</b>