City of San Diego

CONTRACTOR'S NAME:			
ADDRESS:			
TELEPHONE NO.:	LEPHONE NO.: FAX NO.:		
CITY CONTACT:_	Damian Singleton, Contract Specialist, Email: dsingleton@sandiego.gov.		
	Phone No. (619) 533-3482, Fax No. (619) 533-3633		

Rowen / AReyes / ls

CONTRACT DOCUMENTS

FOR



PIPELINE REHABILITATION T-1

VOLUME 1 OF 2

BID NO.:	K-14-5766-DBB-3
SAP NO. (WBS/IO/CC):	B-11120
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	7
PROJECT TYPE:	JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- ► FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > THIS IS A CWSRF FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA

BID DUE DATE:

2:00PM MAY 27, 2014 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

4-9-2014

Date



TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

1.	NC	OTIC	CE INVITING BIDS	5
2.	CC)NT	RACT FORMS	17
3.	CC)NT	RACT FORMS ATTACHMENTS:	
	1.	Per	formance Bond and Labor and Materialmen's Bond	20
	2.	Dr	ug-Free Workplace	23
	3.	An	nerican with Disabilities Act (ADA) Compliance Certification	24
	4.	Co	ntractor Standards - Pledge of Compliance Certificate	25
	5.	Af	fidavit of Disposal Certificate	26
4.	ΑΊ	ТА	CHMENTS:	
	A.	SC	OPE OF WORK	28
	B.	PH	ASED FUNDING	30
	C.	EQ	UAL OPPORTUNITY CONTRACTING PROGRAM	33
	D.	FU	NDING AGENCY PROVISIONS CWSRF	37
		1.	Notice of Requirement for Affirmative Action to Ensure EEO (Executive	
			Order 11246)	38
		2.	Equal Opportunity Clauses	
		3.	Standard Federal Equal Employment Specifications	
		4.	Violation or Breach of Requirements	
		5.	Monthly Employment Utilization Reports	
		6.	Records of Payments to DBE	
		7.	Federal Wage Requirements for Federally Funded Contracts	
		8.	State Requirements for Contracts Subject To State Prevailing Wage Requirements	43
		9.	Wage Rates	
			Federal Labor Standards Provisions	
		11.	Agency Specific Provisions	77
		12.	DBE Potential Resources Centers	79
			Good Faith Effort Documentation Submittals	
			Forms	
		15.	EPA FORM 6100-2 DBE Subcontractor Participation Form	85
			EPA Form 5700-52A - MBE/WBE Utilization Forms	87
			Form AA61 - List of Work Made Available	93
			CWSRF Form 1 Good Faith Effort List of Subcontractors Solicited	94
			CWSRF Form 2 Good Faith Effort Bids Received List	95
			CWSRF Form 3 DBE/Contractor Certification	96
			CWSRF Form 4 DBE Prime Contractor/Recipient Selected	97

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

		CWSRF Form 5 Summary of Bids Received from Subcontractors, Suppliers	
		and Brokers	98
E.	SU	JPPLEMENTARY SPECIAL PROVISIONS	99
	SU	JPPLEMENTARY SPECIAL PROVISIONS APPENDICES:	
	1.	Appendix A - Notice of Exemption	. 124
	2.	Appendix B - Fire Hydrant Meter Program	. 126
	3.	Appendix C - Sample City Invoice	. 140
	4.	Appendix D - Location Map	. 142
	5.	Appendix E - Sewer Mains and Manhole Rehabilitation Sample Data Templates	. 145
	6.	Appendix F - Scope of Work and Site Map	. 152
	7.	Appendix G - Sample Door Hanger	. 180
E	IN	TENTIONALI VI EET RI ANK	182

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **PIPELINE REHABILITATION T-1** (Project).
- **2. SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
- 3. 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.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- **4.1.** The City affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.
- 4.2. 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.
- **4.3.** 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.
- **4.4.** 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.
- 4.5. California State Water Resources Control Board Clean Water State Revolving Fund (CWSRF):

	MBE*	WBE*
1. Construction	24%	6%
2. Supplies	29%	20%
3. Services	30%	31%
4. Equipment (combined in above	ve) 17%	9%

Pipeline Rehabilitation T-1 Contract Forms Volume 1 of 2 (Rev. Mar. 2014) 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.

- **4.6.** Bid will be declared **non-responsive** if the Bidder fails any of the following conditions:
 - 1. Attending the Pre-Bid Meeting.
 - 2. Bidder's submission of GFE documentation demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.
- **4.7.** For additional Equal Opportunity Contracting Program requirements, see Attachment C.
- **4.8.** For additional Equal Opportunity Contracting Program requirements, funding agency provisions, see Attachment D.

5. PRE-BID MEETING:

- **5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M.**, on **MAY 6th**, **2014.**
- 5.2. The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend. Bid will be declared non-responsive if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.
- **5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

6.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

https://pro.prismcompliance.com/default.aspx.

6.2. 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.
- 7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- **8. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract. Refer to Attachment D Funding Agency Provisions.

9. INSURANCE REQUIREMENTS:

- **9.1.** 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.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/cip/bidopps/prequalification.shtml

- **10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **11. 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")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03

Title	Edition	Document Number
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Do		

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

- 12. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 13. 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.
- **14. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** 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.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid non-responsive and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

19. SUBMISSION OF QUESTIONS:

19.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: [Contract Specialist listed on the front cover hereof] OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- **19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- **20. ELIGIBLE BIDDERS:** 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.
- 21. 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 with the Notice Inviting Bids and Contract forms.

- **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - **22.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - **22.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **22.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
 - **22.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 23.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 23.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- **23.3.** A Bid received without the specified bid security will be rejected as being non-responsive.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **24.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

- **24.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **24.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award"
- **24.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **24.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **24.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- **25.1.** The Bid opening by the City 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 public announcement will be posted in the City's web page http://www.sandiego.gov/cip/index.shtml, with the name of the newly designated Apparent Low Bidder.
- **25.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

26.1. 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.

- **26.2.** 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.
- **26.3.** 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.
- **26.4.** 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.
- **26.5.** 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. 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.
- 27. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **28.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

- **28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- **28.5.** 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.
- **28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **28.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- **29.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as non-responsive.
- **29.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

30. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

31. REQUIRED DOCUMENT SCHEDULE:

- **31.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **31.2.** 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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Lobby Prohibition, Certification and Disclosure
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Disclosure of Lobbying Activities
9.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
10.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
11.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	EPA FORM 6100-3 – DBE Subcontractor Performance Form
12.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	EPA FORM 6100-4 – DBE Subcontractor Utilization Form
13.	WITHIN 4 WORKING DAYS OF BID OPENING	ALL BIDDERS	Federal Good Faith Efforts Documentation
14.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
15.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA61 – List of Work Made Available
16.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 1 - Good Faith Effort List of Subcontractors Solicited

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
17.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 2 - Good Faith Effort Bids Received List
18.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 3 - DBE Contractor Certification
19.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 4 - Prime Contractor/Recipient Selected DBEs
20.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 5: - Summary of Bids Received from Subcontractors
21.	Within 5 Working Days of the Bid opening date	Three apparent low bidders	Contractor's Experience and Past Project Documentation. See Section 500
22.	Within 5 Working Days of the Bid opening date	Three apparent low bidders	Manufacturer Certification per Section 500-1.1.2.1
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
24.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
25.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
26.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
27.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
28.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
29.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
30.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
31.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Southwest Pipeline & Trenchless Corporation ______, herein called "Contractor" for construction of PIPELINE REHABILITATION T-1; Bid No. K-14-5766-DBB-3; in the amount of TWO MILLION EIGHTY-SIX THOUSAND FOUR HUNDRED FOURTEEN DOLLARS AND 20/100 (\$2,086,414.20), which is comprised of the Base Bid alone.

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>PIPELINE REHABILITATION T-1</u>, on file in the office of the City Clerk as Document No. <u>B-11120</u>, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **PIPELINE REHABILITATION T-1**; Bid No. **K-14-5766-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
By:	Jan I. Goldsmith, City Attorney By Leslos Leslos Leslos January Print Name: <u>ledro De Lara</u> , <u>Tr.</u> Deputy City Attorney
Date: 9/26/14	Date: 9/26/14
CONTRACTOR By Southwest Pipeline & Trenchless Corp) sold sold sold sold sold sold sold sold
Бу	
Print Name: Justin Duchaineau	,
Title: <u>President</u>	
Date: 7-30-20141	
City of San Diego License No.: B2003006118	

State Contractor's License No.: 773862-A

CONTRACT FORMS ATTACHMENTS

Triplicate Execution
Bond Number: 024058286

Premium: \$18,274.00

CONTRACT FORMS ATTACHMENTS PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Southwest Pipeline & Trenchless Corporation , a corporation, as principal, and Liberty Mutual 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 TWO MILLION EIGHTY-SIX THOUSAND FOUR HUNDRED FOURTEEN DOLLARS AND 20/100 (\$2,086,414,20) for the faithful performance of the annexed contract, and in the sum of TWO MILLION EIGHTY-SIX THOUSAND FOUR HUNDRED FOURTEEN DOLLARS AND 20/100 (\$2,086,414,20) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>PIPELINE REHABILITATION</u> <u>T-1</u>; Bid No. <u>K-14-5766-DBB-3</u>, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

CONTRACT FORMS ATTACHMENTS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees shou	ld suit be brought to enforce the provisions of this bond.
Dated_July 31, 2014	
Approved as to Form and Legality	Southwest Pipeline and Trenchless Corp. Principal Justin Duchanoan Printed Name of Person Signing for Principal
By Les Les Mara y. Deputy City Attorney	By Noemi Quiroz, Attorney-in-fact
Approved: Downs Prior Principal Contract Specialist 9/24 //4	330 N. Brand Blvd., Ste 500 Local Address of Surety Glendale, CA 91203 Local Address (City, State) of Surety
	(818)956-4250 Local Telephone No. of Surety
	Premium \$_18,274.00
	Bond No. 024058286

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)
	, before me, <u>Maria Pena, Notary Public</u> , personally appeared, who proved to me on the basis of satisfactory evidence to be
the person (s) whose name (s) me that he/ she /they execute	is /are subscribed to the within instrument and acknowledged to d the same in his/her/their authorized capacity(ies), and that by the instrument the person(s), or the entity upon behalf of which
I certify under PENALTY OF PE paragraph is true and correct.	RJURY under the laws of the State of California that the foregoing
WITNESS my hand and official	seal.
MARIA PENA COMM. # 20680 NOTARY PUBLIC, CALIFO LOS ANGELES COUN My Comm. Expires May 12	48 E DRNIA B ITY 1
(Seal)	Maria Pena, Notary Public

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, Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

> American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Noemi Quiroz
of the city of Los Angeles , state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the

of the city of Los Angeles , state of <u>CA</u> following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of San Diego

Surety Bond Number: 024058286

Bond Amount: See Bond Form

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 18th day of November, 2013.









American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West-American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY SS

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 31st day of ____









Gregory W. Davenport, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE:	PIPELINE REHABILITATION T-1
I hereby certify that I am fam regarding Drug-Free Workp Workplace", of the project spec	liar with the requirements of San Diego City Council Policy No. 100-ace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Frifications, and that;
	SOUTHWEST PIPELINE AND
subcontract agreement for this	(Name under which business is conducted) place program that complies with said policy. I further certify that early contains language which indicates the subcontractor's agreement visions a) through c) of the policy as outlined. Signed
	Printed Name SOUTHWEST PIPELINE AND TRENCHLESS CORP.
	Title

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:	PIPELIN	E REHABILITATION T-1
	th Disabilities Act (A Act", of the project sp	rements of San Diego City Council Policy No. 100-4 DA) outlined in the WHITEBOOK, Section 7-13.2, ecifications, and that; WEST PIPELINE AND
	TRE	NCHLESS CORP.
has in place workplace progagreement for this project to the provisions of the policy a	fam that complies win	JUSTIN P. DUCHAINEAU PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND TRENCHLESS CORP.
	Title	

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE:	PIPELI	NE REHABILITATION T-1
Southwest Pipelir requirements of City of in the WHITEBOOK,	ne & Trenchless Corp San Diego Municipal Co	a authorized to make this certification on behalf of, as Contractor, that I am familiar with the de § 22.3224 regarding Contractor Standards as outlined tor Standards"), of the project specifications, and that
in value has completed		contractors whose subcontracts are greater than \$50,000 attesting under penalty of perjury of having complied 4.
Dated this 30 th	Day of July	2014
	Signed	lust 0
	Printed Name	Justin Duchaineau
	Title	President

AFFIDAVIT OF DISPOSAL

WHEREAS, on th	e	DAY OF			, 2	the
WHEREAS , on th undersigned entere for:	d into and exe	cuted a contra	act with	the City of San	Diego, a mun	icipal corporation,
	р	IPELINE RI	EHARII	LITATION T-1		
			ne of Pr		`	
as particularly des (WBS/IO/CC) B-1 affirm that "all br disposed of in a le materials disposed	1120 and WH rush, trash, de gal manner";	EREAS, the ebris, and sur	specific	ation of said coaterials resultin	ntract requires	the Contractor to project have been
NOW, THEREFO Contractor under the surplus materials as	he terms of sa	aid contract, t	he unde	rsigned Contrac	ctor, does here	by affirm that all
and that they have Dated this	•		to all ap	oplicable laws an	nd regulations	
		Cont	ractor			
by						
ATTEST:						
On this_ and for said appeared	County a	and State,	duly	commissioned	d and sw	orn, personally
and whose name is Release.				Contractor n		oregoing Release, executed the said
Notary Public in ar	nd for said Cou	unty and State	e			
Pipeline Rehabilitation	on T-1					26 Page
						1 .0

Pipeline Rehabilitation T-1 Affidavit of Disposal Volume 1 of 2 (Rev. Mar. 2014)

ATTACHMENTS

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: The proposed project will rehabilitate approximately 25,076 linear-feet (4.75 miles) of existing 8-inch sewer main using trenchless technology and would include: 20 spot/point sewer main segment repairs; installation of 36 new cleanouts; replacement of 5 existing manholes; rehabilitation of 14 existing manholes; and rehabilitation of existing sewer laterals. The sewer mains are located within the public right-of-way and within existing easement located on public and private property. The Work shall be performed in accordance with:
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1** This Notice Inviting Bids inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$2,477,000.
- 3. **LOCATION OF WORK:** See Appendix E.
- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **220 Working Days**.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **5.1.** The City has **determined** the following licensing classification(s) for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34

5.2. The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

ATTACHMENT B

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- **1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- **1.5.** At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the following may result in the Bid being rejected as **non-responsive:**
 - 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

First Phased Funding Schedule Agreement

Bid Number:

K-14-5766-DBB-3

Contract:

Pipeline Rehabilitation T-1 (WBS B-11120)

Contractor:

Southwest Pipeline & Trenchless Corp

installation. New sewer main installation. Continue installation of top hats, continue lining of mains, install lateral clean-outs, rehabilitate/line laterals, final inspection of mains and laterals,	Funding Phase	Phase Description	Phase Start	Phase Finish	Phase Duration	Not-to Exceed Amount
T Sturry Seat/paving, and Job close out.	1	CCTV of Mains, mainline/ lateral point repairs, mainline clean-out installation, rehabilitate 8 inch sewer mains, installation of top hats, rehabilitation existing manholes. Curb ramp installation. Manhole installation. New sewer main installation. Continue installation of top hats, continue lining of mains, install lateral clean-outs, rehabilitate/line laterals, final	10/13/14	8/14/15	220 Days	\$ 2,086,414.20

Notes:

- (1) City Supplements 9-3.6, "PHASE 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 PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO By: Name: Regan Owen	CONTRACTOR By: Luis Salcedo
Department Name:	Title: Project Manager
Date: 8/6/14	Date: 8/6/14

ATTACHMENT C EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

- 1. Nondiscrimination in Contracting Ordinance.
 - 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees 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. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the

- EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
- 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
- 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
- 8. The Contractor disseminates its EEO Policy to union and community organizations.
- 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains 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.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures 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.

ATTACHMENT D CLEAN WATER STATE REVOLVING FUND (CWSRF)

FUNDING AGENCY PROVISIONS

FUNDING AGENCY PROVISIONS

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

- 1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).
 - **1.1.** The goal and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, as follows:

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

- 1.2. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both federally involved and non-federally involved Work.
- 1.3. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.
- 1.4. The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 1.5. The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The "covered area" is the City of San Diego.

2. EQUAL OPPORTUNITY CLAUSES:

- **2.1.** The following equal opportunity clauses are incorporated by reference herein:
 - 1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.
 - 2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
 - 3. The "Equal Opportunity Clause" (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the "Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of \$2.000 or more.
 - 4. Age Discrimination Act of 1975, Pub. L. 94-135.
 - 5. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.
 - 6. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).
 - 7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
 - 8. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
 - 9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 3.1. The Contractor is required to comply with the 16 "Standard Federal Equal Employment Specifications" located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.
- **3.2.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- 5. Develop on-the-job training opportunities, participate in training programs for the area, or both which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under C.1. above.
- 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- 7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
- 8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 10. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

4. VIOLATION OR BREACH OF REQUIREMENTS:

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

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

- **5.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:
 - 1. State of California Department of Transportation Payroll Report. Due to the City weekly.
 - 2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- **7.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity,", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **7.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- **7.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- **7.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

- **7.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- **7.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

8. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

- 8.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing of diem found rate per wages may be http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- **8.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 8.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

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

General Decision Number: CA140001 02/21/2014 CA1

Superseded General Decision Number: CA20130001

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)

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	02/21/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)		18.55 16.09
	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)	\$ 16.95	10.23
BOIL0092-003 10/01/2012		
	Rates	Fringes
BOILERMAKER	\$ 41.17	28.27
BRCA0004-008 11/01/2012		
	Rates	Fringes
BRICKLAYER; MARBLE SETTER	\$ 33.75	14.55
BRCA0018-004 06/01/2012	Rates	Fringes
MARBLE FINISHER	\$ 22.37	10.66 9.19 13.55
BRCA0018-010 09/01/2011	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER	\$ 26.59	9.62 10.46

Pipeline Rehabilitation T-1 Attachment D - Funding Agency Provisions Volume 1 of 2 (Rev. Mar. 2014)

CARPU409-002 07/01/2008		
	Rates	Fringes
Diver (1) Wet	\$ 331.84 \$ 323.84	9.82 9.82 9.82 9.82
Amounts in "Rates' column are per	day	
CARP0409-008 08/01/2010		
	Rates	Fringes
Modular Furniture Installer	\$ 17.00	7.41
CARP0547-001 07/01/2009		
	Rates	Fringes
CARPENTER (1) Bridge	\$ 32.30 \$ 37.15 \$ 25.84 \$ 18.00 \$ 37.65	10.58 10.58 10.58 10.58 10.58 10.58
CARP0547-002 07/01/2009		
	Rates	Fringes
Drywall (1) Work on wood framed construction of single family residences, apartments or condominiums under four stories Drywall Installer/Lather Drywall Stocker/Scrapper (2) All other work Drywall Installer/Lather Drywall Stocker/Scrapper	\$ 11.00	8.58 6.67 9.58 6.67
ELEC0569-001 06/03/2013		
	Rates	Fringes
Electricians (Tunnel Work) Cable Splicer Electrician		3%+11.87 3%+11.87

Pipeline Rehabilitation T-1 Attachment D - Funding Agency Provisions Volume 1 of 2 (Rev. Mar. 2014)

	Rates	Fringes	
Electricians: (All Other Work, Including 4 Stories			
Residential)			
Cable Splicer	\$ 39.00	3%+11.87	
Electrician	\$ 38.25	3%+11.87	

ELEC0569-005 12/01/2013

	Rates	Fringes
Sound & Communications		
Sound Technician	\$ 27.87	3%+10.81
Soundman	\$ 22.30	3%+9.17

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

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

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

ELEC0569-006 10/17/2013

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\$ Utility Technician #2\$		3%+7.42 3%+7.42

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 06/03/2013

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories)	\$ 22.37	3%+3.30
ELEC1245-001 06/01/2013		

a de la composição de l	Rates	Fringes
LINE CONSTRUCTION (1) Lineman; Cable splicer\$ (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &	50.30	15.00
<pre>underground distribution line equipment)\$ (3) Groundman\$ (4) Powderman\$</pre>	30.73	14.56 13.48 13.48

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

ELEV0018-001 01/01/2014

	F	Rates	Fringes
ELEVATOR	MECHANIC\$	49.03	26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 08/26/2013

		Rates	Fringes
OPERATOR:	Power Equipment		
(All Other			
GROUP	1	\$ 38.20	21.10
GROUP	2	'	21.10
GROUP	3	•	21.10
GROUP	4	•	21.10
GROUP	5		21.10
GROUP	6	'	21.10
GROUP	8	\$ 41.09	21.10
GROUP	9	•	21.10
GROUP	10	\$ 41.21	21.10
GROUP	11	\$ 42.31	21.10
GROUP	12	\$ 41.38	21.10
GROUP	13	\$ 41.48	21.10
GROUP	14	\$ 41.51	21.10
GROUP	15	\$ 41.59	21.10
GROUP	16	\$ 41.71	21.10
GROUP	17	\$ 41.88	21.10
GROUP	18	\$ 41.98	21.10
GROUP	19	\$ 42.09	21.10
GROUP	20	\$ 42.21	21.10
GROUP	21	\$ 42.38	21.10
GROUP	22	\$ 42.48	21.10
GROUP	23	\$ 42.59	21.10
GROUP	24	\$ 42.71	21.10
GROUP	25	\$ 42.88	21.10
OPERATOR:	Power Equipment		
(Cranes, Pi	iledriving &		
Hoisting)			
GROUP	1	\$ 39.55	21.10
GROUP	2	\$ 40.33	21.10
GROUP	3	\$ 40.62	21.10
GROUP	4	•	21.10
GROUP	5	\$ 40.98	21.10
GROUP	6	\$ 41.09	21.10
GROUP	7	\$ 41.21	21.10
GROUP	8		21.10
GROUP	9		21.10
	10	'	21.10
	11		21.10
	12		21.10
	13	\$ 45.55	21.10
OPERATOR:	Power Equipment		
(Tunnel Wor			
GROUP	1	•	21.10
GROUP	2	\$ 40.83	21.10

	Rates	Fringes
GROUP	3\$ 41.12	21.10
GROUP	4\$ 41.26	21.10
GROUP	5\$ 41.48	21.10
GROUP	6\$ 41.59	21.10
GROUP	7\$ 41.71	21.10

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the followng 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); Selfpropelled 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 bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

- GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)
- GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)
- GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)
- GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)
- GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem Quad 9 and similar type)
- GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, up to and including 25 yds. struck)
- GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, up to and including 25 yds. struck)
- GROUP 20: Rubber-tired earth-moving equipment operator,

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

- GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)
- GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)
- GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)
- GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS
 - GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)
- GROUP 2: Truck crane oiler
 - GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)
 - GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator
 - GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

- GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator
- GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)
- GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)
- GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons
- GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry
- GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)
- GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)
- GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

- 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 Tls, 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 whch 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

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman\$	47.70	21.20
(2) Dredge dozer\$	41.73	21.20
(3) Deckmate\$	41.62	21.20
(4) Winch operator (stern		
winch on dredge)\$	41.07	21.20
<pre>(5) Fireman-Oiler,</pre>		
Deckhand, Bargeman,		
Leveehand\$	40.53	21.20
(6) Barge Mate	41.14	21.20

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	\$ 26.58	17.74
Ornamental, Reinforcing		
and Structural	\$ 33.00	26.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2013

F	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1\$	26.98	15.42
Group 2\$	27.66	15.42
Group 3\$	28.37	15.42
Group 4\$	29.17	15.42
Group 5\$	31.10	15.42
LABORER (RESIDENTIAL		
CONSTRUCTION - See definition		
below)		
(1) Laborer\$(2) Cleanup, Landscape,	24.88	13.75
Fencing (Chain Link & Wood).\$	23.59	13.75

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominums - 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 quideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the

ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2012

			Rates	Fringes
LABORER	(MASON	TENDER)	\$ 27.98	13.39
LABO008	: :9-004 (07/01/2013		

HEAVY AND HIGHWAY CONSTRUCTION

	ŀ	Rates	Fringes
Laborers:			
Group	1\$	26.98	15.42
Group	2\$	27.66	15.42
Group	3\$	28.37	15.42
Group	4\$	29.17	15.42
Group	5\$	31.10	15.42

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 vd. 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 01/01/2014

		Rates	Fringes
Asbestos	Removal	Laborer\$ 28.0	0 15.25

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.

LABO1184-001 07/01/2013

I	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)	20 11	11 00
(1) Drilling Crew Laborer\$	30.11	11.83
(2) Vehicle Operator/Hauler.\$	30.28	11.83
(3) Horizontal Directional		
Drill Operator\$	32.13	11.83
(4) Electronic Tracking		
Locator\$	34.13	11.83
Laborers: (STRIPING/SLURRY		
SEAL)		
GROUP 1\$	31.06	14.53
GROUP 2\$	32.36	14.53
GROUP 3\$	34.37	14.53
GROUP 4\$	36.11	14.53

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including

repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

LABO1414-003 08/07/2013

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER\$	27.45	16.36
PLASTER TENDER\$	30.00	16.36

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.

Rates Fringes

Painters: (Including Lead

Abatement)

(1) Repaint (excludes San

^{*} PAIN0036-001 01/01/2014

	Rates	Fringes
Diego County)		11.73 11.73
REPAINT of any previously pain work involving the aerospace i commercial recreational facili commercial establishments as p sports facilities.	ndustry, brewer: ties, hotels wh:	ies, ich operate
* PAIN0036-010 01/01/2014		
	Rates	Fringes
DRYWALL FINISHER/TAPER (1) Building & Heavy Construction	.\$ 25.69	13.79
stories)	.\$ 21.00	13.41
PAIN0036-012 10/01/2013		
	Rates	Fringes
GLAZIER	.\$ 38.80	17.25
* PAIN0036-019 07/01/2013		
	Rates	Fringes
SOFT FLOOR LAYER	.\$ 26.77	12.50
PLAS0200-005 08/07/2013		
	Rates	Fringes
PLASTERER	.\$ 36.11	13.13
NORTH ISLAND NAVAL AIR STATION BASE, IMPERIAL BEACH NAVAL AIR per hour.		
PLAS0500-001 07/01/2013		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER GROUP 1	•	13.35 13.35

Rates Fringes
GROUP 3.....\$ 30.75 13.9 13.95 CEMENT MASONS - work inside the building line, meeting the following criteria: GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less. GROUP 2: Work classified as type I and II construction GROUP 3: All other work PLUM0016-006 07/01/2013 Rates Fringes PLUMBER, PIPEFITTER, STEAMFITTER Camp Pendleton.....\$ 48.10 20.16 Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant

bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....\$ 42.26 19.18

20.16

Work ONLY on strip malls, light commercial, tenant improvement and remodel

improvement and remodel

Work ONLY on new additions

work.....\$ 43.60

work.....\$ 34.11 17.51

PLUM0016-011 07/01/2013

and remodeling of commercial buildings,

Rates Fringes

PLUMBER/PIPEFITTER

Residential.....\$ 35.25 16.08

OMILTG	345-	001	01/01	/2014

PLOMO345-001 01/01/2014	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter. Sewer & Storm Drain Work		19.55 17.23
ROOF0045-001 07/01/2012		
	Rates	Fringes
ROOFER	\$ 25.08	7.28
SFCA0669-001 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER	\$ 34.86	18.66
SHEE0206-001 01/01/2012		
	Rates	Fringes
SHEET METAL WORKER Camp Pendleton Except Camp Pendleton Sheet Metal Technician	\$ 33.05	19.23 19.23 6.69

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

TEAM0036-001 07/01/2012

]	Rates	Fringes
Truck drive	ers:		
GROUP	1\$	15.40	20.50
GROUP	2\$	24.99	20.50
GROUP	3\$	25.19	20.50
GROUP	4\$	25.39	20.50
GROUP	5\$	25.59	20.50
GROUP	6\$	26.09	20.50
GROUP	7\$	27.59	20.50

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

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1: Fuel Man, Swamper
- GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite
- GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier
- GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck
- GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes
- GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

10. FEDERAL LABOR STANDARDS PROVISIONS (Office of the Secretary of Labor 29 CFR 5):

Applicability

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

A. 1. Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

- (ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Federal Agency or its designee shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- **(C)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- **(D)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 2. Withholding. The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased
- **3. Payrolls and basic records. (i)** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(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 l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

http://www.dol.gov/esa/whd/forms/wh347instr.htm

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

- **(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b)of this section.
- **(D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Federal agency or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- **4.** Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.59(a)(1) through (10 and such other clauses as the Federal Agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12
- **8.** Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **10.** (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)...

- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- **b.** Contract Work Hours and Safety Standards Act. The provisions of this paragraph b are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (b)(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 subparagraphs (b)(1) through (4) of this section.
- C. In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or

subcontractor will permit such representatives to interview employees during working hours on the job.

11. AGENCY SPECIFIC PROVISIONS:

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening, and to submit the forms located in Volume 2 with the Bid will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

11.1. All EPA Funded Contracts:

- 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 the Notice Inviting Bids.
- 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:
 - 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 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. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available."
 - 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 U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MDBA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.
 - 6. If the Contractor awards Subcontracts, the Contractor shall take the steps in paragraphs (1) through (5) above.

11.1.1. Semiannual DBE Utilization Reporting:

The Contractor shall report to the City on a semiannual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise Subcontractors and Suppliers using EPA Form 5700-52A.

11.1.2. Clean Water State Revolving Fund (CWSRF) Projects Only:

- **11.1.3.** For contracts subject to CWSRF, refer to Subsection 11.1, "All EPA Funded Contracts" above and the following:
- **11.1.4.** 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.

- **11.1.5.** The affirmative steps are defined for contracts funded by the California State Water Resources Control Board as follows:
 - 1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs. SBA's database is http:///www.ccr.gov/.
 - 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 15 Working Days prior to Bid opening and solicitation to DBE Subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
 - 4. Include qualified DBEs on solicitation lists (CWSRF Form 1) and record the information. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 - 1. http://www.sba.gov
 - 2. http://www.ccr.gov
 - 3. http://www.mbda.gov
 - 5. If DBE sources are not located, explain why and describe the efforts made.
 - 6. The Contractor shall send invitations to at least 3 (or all, if less than 3) 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 5. If a low bid was not accepted, an explanation shall be provided.
 - 8. See "DBE Potential Resources Centers" Section in a later part these specifications.

12. DBE POTENTIAL RESOURCES CENTERS:

12.1. Utilization of SBA and 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 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- **12.4.** Include qualified DBEs on solicitation lists and record the information on Form 1. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 - 1. http://www.sba.gov
 - 2. http://www.ccr.gov
 - 3. http://www.mbda.gov
- **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 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- **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 5. If a low bid was not accepted, an explanation shall be provided.
- **12.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/2
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov ³
San Francisco, CA 94105	RE: Business Development Centers

12.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC) ⁵	
505 Van Ness Avenue	http://www.anua.co.gov/atatic/aumaliardiversity
San Francisco, CA 94102-3298	http://www.cpuc.ca.gov/static/supplierdiversity

Notes:

- PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: http://www.ccr.gov. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
- 2. The Contractor shall use SUB-Net to post subcontracting opportunities. The 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. Provide copy of the Display Solicitation Record with the GFE documentation.
- 3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The 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. Provide copy of the Offer Overview with the GFE documentation.
- Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
- CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

13.1. The affirmative GFE steps documentation shall be submitted **within 4 Working Days of the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.

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

CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION

BID NO. **K-14-5766-DBB-3**

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. VOLUME 1 FORMS** The following CWSRF forms in Volume 1 shall be completed and submitted within **4 Working Days of the Bid** opening. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-2: DBE Subcontractor Participation Form

2. EPA Form 5700-52A: MBE/WBE Utilization Forms

3. Form AA61: List of Work Made Available

4. CWSRF Form 1: Good Faith Effort List of Subcontractors

Solicited

5. CWSRF Form 2: Good Faith Effort Bids Received List

6. CWSRF Form 3: DBE/Contractor Certification

7. CWSRF Form 4: DBE Prime Contractor/Recipient

Selected

8. CWSRF Form 5: Summary of Bids Received from

Subcontractors, Suppliers and Brokers

14.1.2. VOLUME 2 FORMS - See EPA forms 6100-2, 6100-3, and 6100-4 for additional required information to comply with EPA requirements. These forms are included in the Contract Documents or shall be obtained from: http://www.epa.gov/osbp/dbe_forms.htm. The following EPA forms in Volume 2 shall be completed and submitted with the Bid. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-3: DBE Subcontractor Performance Form

2. EPA FORM 6100-4: DBE Subcontractor Utilization Form

FUNDING AGENCY PROVISIONS

FORMS

OMB Control No.: 2090-0030 Approved: 08/13/2013 Approval Expires: 08/31/2015



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

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

Subcontractor Name		Project Name		
		.		
Bid / Proposal No.	Assistance Agree	ment ID No. (if known)	Point of Contact	
Dia / Troposar No.	713313141100 715100	ment ib ivo. (ii known)	1 omt of contact	
Address				
	1			
Telephone No.		Email Address		
D: C + J		I : /E !: E ::		
Prime Contractor Name		Issuing/Funding Entity:		
	I			

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

¹ A DBE is a Disadvantage, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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

OMB Control No.: 2090-0030 Approved: 08/13/2013 Approval Expires: 08/31/2015



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:					
Subcontractor Signature	Print Name				
Subcontractor Signature	Timervaine				
Title	Date				

The public reporting and recordkeeping 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. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

OMB CONTROL NO. 2090-0030 APPROVED: 05/01/2008 APPROVAL EXPIRES: 12/22/2013

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

PART I. (Reports are required even if no procurements are made during the reporting period.)

· (· F · · · · · · · 1 · · · ·		- F			<i>91</i> /			
1A. FEDERAL FISCAL YEAR	1B. REPORTING PERIOD (Check ALL appropriate boxes)							
(Oct. 1-Sep 30),	\square 1 st (Oct-Dec) \square 2 nd (Jan-Mar) \square 3 rd (Apr-Jun) \square 4 th (Jul-Sep)							
	□□ Semi-Annual (Oct-Mar) □ Semi-Annual (Apr-Sep)							
		□ Annual						
	□ Che	ck if this is t	he last report for t	he project (Project completed)	•			
1C. REVISION OF A PRIOR REPORT?	BRIEFLY I	DESCRIBE T	THE REVISIONS	YOU ARE MAKING:				
□Yes □No								
Year: Ouarter:								
2A. EPA FINANCIAL ASSISTANCE OFF	ICE ADDRE	CC	2A DECIDIEN	T NAME AND ADDRESS				
(ATTN: DBE Coordinator):	ICE ADDRE	33	3A. RECIPIEN	I NAME AND ADDRESS				
,								
an ent pre goorphyteen	AG PYYON		an negrovery	T DEDODADIC	AG PYYONE			
2B. EPA DBE COORDINATOR	2C. PHON	E:	3B. RECIPIEN CONTACT:	T REPORTING	3C. PHONE:			
Name:			CONTINUE.					
E	F		Name:		F			
E-mail:	Fax:		E-mail:		Fax:			
4A. FINANCIAL ASSISTANCE AGREEM	L MENT ID NU	MBER	4B FEDERAL	FINANCIAL ASSISTANCE	PROGRAM TITLE or			
(SRF State Recipients, refer to Instructions f			CFDA NUMBE		110010111111111111111111111111111111111			
4A, 5A and 5C.)								
5. TOTAL AGGICT AND A GREEN THE		5D Y03Y0		NO 111	1.41			
5A. TOTAL ASSISTANCE AGREEMENT (SRF State Recipients, refer to Instru				NO accomplishments were many loan recipients, and prime				
Completion of blocks 4A, 5A and 5C.)		SKIP to E	Block No. 7. (<u>F</u>	Procurements are all expendit	ures through contract, order,			
EPA Share: \$				supplies, equipment, constructed programs. Accomplishment				
	-			BEs and/or WBEs.	ients, in this context, are			
Recipient Share: \$	_							
5C. Total Procurements This Reporting Peri	iod (Only incl	ude amount	not reported in an	y prior reporting period)				
T (1 D								
Total Procurement Amount \$	oient, sub-reci	_ pients and SI	RF loan recipients	, including MBE/WBE exper	nditures.)			
5D.			1	, ,				
Were sub-awards issued under this assistanc	e agreement?	Yes □ No □	□ Were contracts	s issued under this assistance a	greement ? Yes □ No □			
5E. MBE/WBE Accomplishments This Rep								
Actual MBE/WBE Procurement Accomplish	•							
(Include total dollar values awarded by recip	oient, sub-reci	pients, SRF l	oan recipients and	d Prime Contractors.)				
<u>Construction</u>	Equipment	<u>t</u>	<u>Services</u>	Supplies	<u>Total</u>			
\$MBE:								
\$WBE:								
6. COMMENTS: (If no MBE/WBE procure								
1 · 4 MDE/MDE D ·	ements were a	ccomplished	during the report	ing period, please explain wha	t steps you are taking to			
achieve the MBE/WBE Program requiremen	ements were a	ccomplished the terms a	during the report	ing period, please explain whathe Assistance Agreement.)	t steps you are taking to			
achieve the MBE/WBE Program requiremen	ements were ants specified in	ccomplished the terms a	during the report	ing period, please explain wha he Assistance Agreement.)	t steps you are taking to			
	its specified in	n the terms a	during the report nd conditions of t	ne Assistance Agreement.)	t steps you are taking to			
7. NAME OF RECIPIENT'S AUTHORIZE	its specified in	n the terms a	during the report nd conditions of the	ing period, please explain wha he Assistance Agreement.) TITLE	t steps you are taking to			
7. NAME OF RECIPIENT'S AUTHORIZE	nts specified in	n the terms a	nd conditions of the	ne Assistance Agreement.) TITLE	t steps you are taking to			
	nts specified in	n the terms a	nd conditions of the	ne Assistance Agreement.)	t steps you are taking to			

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700_52a.pdf

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD EPA Financial Assistance Agreement Number:

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

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 12/22/13)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	Quarterly Reporting Due Date	Semiannual Reporting Due Date	Annual Reporting Due Date
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

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

B. Definitions:

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

A <u>contract</u> 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 managed and operated by non-minority individuals 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 Effort whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These Good Faith Effort for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.

- 2. Assure that MBEs/WBEs are solicited once they are identified.
- 3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
- 4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
- 5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
- 6. Require that each party to a subgrant, subagreement, or contract award take the Good Faith Effort outlined here

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, 2010 falls within Federal fiscal year 2011)
- 1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.
- 2a-c. 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 www.epa.gov/osbp. Click on "Regional Contacts" for the name of your coordinator.

- 3a-c. 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. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New DBE Rule.
- 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. Please leave 5a blank.
- 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. 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.

- 5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement 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.

*For SRF recipients only: In 5c please enter the total procurement amount for the quarter, or semiannual period, 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)

- 6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
- 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 assistance agreement 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 Part 30, 31, and 33); 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 maintaining information, and disclosing 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.

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

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 1

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

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

Form with information required to be submitted with the AOA package.

Clean Water State Revolving Fund Loan Program DBE Instructions FORM 2

DISADVANTAGE BUSINESS ENTERPRISE (DBE) "GOOD FAITH" EFFORT BIDS RECEIVED LIST

Contractor Name	Category (DBE)	Task Description	Bid Amount	Selected (Check)	Explanation for Not Selecting
		_		_	

Form with information required to be submitted with the AOA package.

January 2009

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 3

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

CONTRACTOR CERTIFICATION

Firm Name:				Phone:		
Address:						
Principal Service or Product:			Bid Amount \$			
PLEASE IND	ICATE PERCENT	AGE OF OWNER	SHIP			
□ DBE% Ownership						
☐ Prime Contractor			☐ Supplier of Material/Service			
□ Subcontractor		□ Broker				
П С -1- О	1.:		D C	_		
☐ Sole Ownership		□ Corporation				
☐ Partnership			☐ Joint Venture			
Certified by:				Title:		
DBE Sub	(ORIGINAL SIGNATURE AND DATE REQUIRED)					
Name:				Date:		

IMPORTANT: CONTRACTORS CAN NO LONGER SELF-CERTIFY. THEY MUST BE CERTIFIED BY EPA, SMALL BUSINESS ADMINISTRATION (SBA), DEPARTMENT OF TRANSPORTATION (DOT) OR BY STATE, LOCAL, TRIBAL OR PRIVATE ENTITIES WHOSE CERTIFICATION CRITERIA MATCH EPA'S. PROOF OF CERTIFICATION MUST BE PROVIDED. A COPY OF THE CONTRACTOR CERTIFICATION MUST BE SUBMITTED WITH THIS FORM.

THIS FORM MUST BE SUBMITTED WITHIN 4 WORKING DAYS AFTER THE BID OPENING DATE.

January 2009

${\bf Clean\ Water\ State\ Revolving\ Fund\ Loan\ Program\ DBE\ Instructions}$

FORM 4 (Attachment B)

PRIME CONTRACTOR/RECIPIENT

SELECTED DISADVANTAGE BUSINESS ENTERPRISE (DBE)

CONTRACT RECIPIENTS NA	AME:	CONTRACT NO. OR SPECIFICATION NO.:			
PROJECT DESCRIPTION:		PROJECT LOCATION:			
	PRIME CONTRACTOR IN	FORMATION			
NAME AND ADDRESS (Includ	e Zip Code, Federal Employer Tax ID #):				
		AMOUNT OF CONTRACT \$			
PHONE:					
	DBE INFORMAT	TON			
□□NONE*					
		NAME AND ADDRESS (INCLUDE ZIP CODE)			
\square \square DBE					
	1				
	□□ SUPPLIER/SERVICE				
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	□□ BROKER	BHONE			
WORK TO BE PERFORMED		PHONE:			
WORK TO BE LEKTORWED		NAME AND ADDRESS (INCLUDE ZIP CODE)			
□□DBE					
□□ SUBCONTRACTOR	□□ SUPPLIER/SERVICE	†			
□□ JOINT VENTURE					
AMOUNT OF CONTRACT \$		PHONE:			
WORK TO BE PERFORMED					
$\Box\Box DBE$		NAME AND ADDRESS (INCLUDE ZIP CODE)			
		4			
□□ SUBCONTRACTOR □□ JOINT VENTURE	□□ SUPPLIER/SERVICE □□ BROKER				
AMOUNT OF CONTRACT \$		PHONE:			
WORK TO BE PERFORMED		THONE.			
TOTAL DBE AMOUNT: \$					
CICMATUDE OF DEDCO	N COMDI ETING EODM.				
SIGNATURE OF PERSO	N COMPLETING FURM:				
TITLE:	PHONE:	DATE:			
	THOILE.	D1111,			

*Negative reports are required. ORIGINAL SIGNATURE AND DATE REQUIRED. Failure to complete and submit this form within 4 Working Days of bid opening will cause bid to be rejected as non-responsive.

January 2009

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 5

SUMMARY OF BIDS RECEIVED FROM SUBCONTRACTOR, SUPPLIERS, AND BROKERS (DBE & NON-DBE)

THIS SUMMARY IS PREPARED BY THE PRIME CONTRACTOR

Type of Job	Company Name	Selected	Bid Amount	DBE	NON-DBE	Explanation for Not Selecting
						_
ist type of jobs alphabetically, fron						

January 2009

ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2. The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following

- 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

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

2-6 WORK TO BE DONE. ADD the following:

A preconstruction bird nesting survey for compliance with the Migratory Bird Treaty Act (MBTA) shall be required prior to excavation activities in the following areas:

1. Point repairs at the southern terminus of Elmhurst Dr.

The following project features as identified in the Land Use Adjacency Guidelines of the Multi-Habitat Planning Area (MHPA) under the San Diego Multi-species Conservation Program would be implemented to avoid potential impacts to migratory birds, federal Endangered Species Act (ESA)-listed species, and water quality, as follows:

- 1. The Contractor shall avoid night time work that would require using lighting equipment.
- 2. The Contractor shall schedule construction to avoid work adjacent to vegetated open space areas during the breeding season (between February 1st through September 30th) to avoid impacts to nesting bird species.
- 3. If work must occur in these areas during the breeding season, the Contractor shall obtain a qualified biologist to conduct pre-construction surveys to assess the presence of MBTA-listed and federal ESA-listed species and their habitats, evaluate noise impacts, and recommend appropriate noise attenuating measures for implementation.
- 4. The Contractor shall implement appropriate stormwater Best Management Practices to control erosion and sediment and direct drainage away from the MHPA.
- 5. Staging areas for work occurring in paved right-of-ways shall be located in those right-of-ways and not on unpaved or natural areas. Staging areas for work occurring in private property shall be located on adjacent City streets.
- 6. Payment for items of the Work under the Biological Letter Report for Sewer Rehabilitation Project T-1 shall be as shown on the bid for the following Bid items:

Biological Survey,
Monitoring and Reporting
Noise Measure - Type II

2-11.1.1 General. To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras must provide a clear view of backfill and compaction operations. When this is not possible if camera is mounted on excavator, camera must be mounted on a portable tower or similar device and repositioned as Work progresses.

- **TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:
 - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - 1. Biological Letter Report for Sewer Rehabilitation Project T-1
 - 6. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at.

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- Elmhurst Drive from February 1st to September 30th (inclusive).
- **General.** To the City Supplement, ADD the following:
 - 5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall

plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.

6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability			
Other than Products/Completed Operations	\$2,000,000			
Products/Completed Operations Aggregate Limit	\$2,000,000			
Personal Injury Limit	\$1,000,000			
Each Occurrence	\$1,000,000			

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must 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 must be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must 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 must not exceed \$25,000 per claim.

- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- **T-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.
- 7-3.5 Policy Endorsements.
- 7-3.5.1 Commercial General Liability Insurance
- 7-3.5.1.1 Additional Insured.
 - a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.
- 7-3.5.2 Commercial Automobile Liability Insurance.
- **Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.5.3 Contractors Pollution Liability Insurance Endorsements.
- 7-3.5.3.1 Additional Insured.
 - a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any

- construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.
- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **T-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).
 - 1. For contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force

- and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- 2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
- 2. Limits for this insurance must be not less than the following:

Workers' Compensation	Statutory Employers Liability
*	* * *
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

1. Permit to do Work on Private Property

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

- Navajo Road
- **7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³/₄".

ADD:

- 7-13.9 **Fingerprinting.** Contractor shall comply with California Education Code section 45125.1 requirements relating to criminal background review and clearance of Contractor personnel performing work on public school premises and who may have contact with school pupils. Contractor shall require its employees and personnel providing services under its contract with City to submit their fingerprints to the California Departmento of Justice (DOJ). Contractor shall not permit any of its employees or personnel to perform services under the contract with City where such employees or personnel may come in contact with Distric pupils until DOJ has determined that such employees or personnel have not been convicted, or do not have criminal charges pending, of a felony defined in Education Code section 45122.1. Contractor shall provide written certification of such determination to the District's representative, 4870 Ruffner Street, San Diego, Ca 92111. Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims, injury, liability, judgments, award, losses, and costs arising or resulting from, or claimed to arise or result from, Independent Contractor's failure to comply with the provisions of this paragraph or with the state law fererenced herein.
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, ADD the following:

RPMS shall be used on this contract.

SECTION 207 - PIPE

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise**.

FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 300 – EARTHWORK

- **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

Preparatory Repair Work. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 Preparatory Repair Work.

- 1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
- 6. 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."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.

- 9. Following the asphalt placement, the Contractor 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, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 10. The minimum dimension for each individual repair shall be 4' x 4' 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) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor 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.
 - d) 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. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as

- needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

- 1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
- 2. The areas and quantities shown on the road segments and in appendices 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 these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
- 3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
- 4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
- 6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
- **Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- **302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.

Measurement and Payment. To the City Supplement, item c), ADD the following: Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

- **306-1.8.3 Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety
- **306-22 Pipe Fusion.** DELETE in its entirety.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

- **308-7 GUARANTEE.** To the City Supplement, DELETE in its entirety.
- **Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

• Tree Trimming (EA)

- Root Pruning (EA)
- Root Barrier (EA)
- **PAYMENT.** To the City Supplement, DELETE in its entirety.

SECTION 500 – PIPELINE

GENERAL. To the City Supplement, (1) (a), ADD the following:

The felt and resin system shall be selected from those listed in the City's approved material list.

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid Opening date, the three apparent low bidders shall submit the following:

- Contractor's Experience and Past Project Documentation
- Manufacturer Certification
- Authorized Installer Certification
- **Video Inspection.** To the City Supplement, after the last paragraph, ADD the following:

During the pre-installation video the contractor must identify all existing protruding laterals with the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals will be included in the pipe rehabilitation bid item.

- **500-1.1.9 Measurement and Payment.** Third Paragraph, DELETE in its entirety.
- **Sewer Bypassing and Dewatering.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or the process, the Contractor shall bypass the sewer flow around the Work and dewater the Site in conformance with 704, "SEWAGE SPILL PREVENTION" and 705-2.1, "General".

SERVICE LATERALS. To the City Supplement, DELETE in its Entirety and SUBSTITUTE with the following:

ADD:

- 500-1.6 Service Lateral Rehabilitation.
- **500-1.6.1** General.
 - a) The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application without excavation and disturbing surface

improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743, and may be performed from either the mainline or the excavated end of the lateral.

- b) The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102 "Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)"or SDS-103 "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled.
- c) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- d) If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2" over the previously installed SLC sewer main lateral connection
- e) All sewer laterals connected in an easement sewer main shall not be lined but have service lateral connection or top hats, and all sewer laterals connected to the sewer mains along the right of way shall be lined and have service lateral connection or top hats.

500-1.6.2 Material.

- a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the specific application shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."
- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).

500-1.6.3 Installation Procedures (ASTM F1216-98 and ASTM F1743).

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work. Bypass.
- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.

- c) The Contractor shall always clean and color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the pit.
- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- 1) A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.
- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

- **Deviations.** If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then the Contractor shall correct the situation as approved by the Engineer.
- **Acceptance.** Upon completion, the Contractor shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and the work may be accepted.

500-1.6.6 Payment.

- 1. Payment for the Work covered under 500-1.6, Service Laterals Rehabilitation shall be made per each lateral.
- b) The payment for the installation of a sewer cleanout at the access point and televising of the service laterals shall be included in the payment for lateral rehabilitation.
- c) Payment for in-situ point repairs shall be included in the bid price for in-situ point repairs and paid for in accordance with 500-1.1.9, Measurement and Payment and 500-1.2.7, Payment.
- **SERVICE LATERAL CONNECTION SEALING.** DELETE in its entirety and SUBSTITUTE with the following:

500-4 SERVICE LATERAL CONNECTION (SLC) SEALING.

500-4.1 General.

- 1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a "tee" section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4". SLC may be a combination of "tees" or "wyes" of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When cured, the SLC shall seal the connection of the lateral to the mainline in a continuous tight-fitting, watertight pipe-within a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.
- 2. Prior to cleaning and pre-rehab video inspection, the Contractor shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer's approval. After cleaning, the Contractor shall proceed with lining of the pipe and reinstating all live service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. Contractor shall use a wire brush or other methods and equipment as recommended by other lining system providers, or other

- approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.
- 3. The Contractor shall trim all protruding laterals which interfere with the lining installation, as flush with the pipe interior as practicable.
- **Reference Specification.** This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, Chemical Resistance Test (Pickle Jar Test).

500-4.3 General Corrosion Requirements.

- a) The finished SLC product shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to domestic sewage and shall meet the chemical resistance requirements of 210-2.3.3, Chemical Resistance Test (Pickle Jar Test) and Table 210-2.4.1 (A).
- b) The SLC product shall be compatible with the lining system materials utilized in the main sewer line.

500-4.4 SLC Materials.

- a) A flexible, felt tube shall be fabricated to neatly fit the internal circumference of the conduit specified by the City. Allowance shall be made for circumferential stretching during insertion.
- b) The SLC connection shall extend minimum 4" from the mainline into the lateral.
- c) The Contractor shall furnish a specially designed, unsaturated polyester or vinyl ester resin, and catalyst system compatible with the SLC process that provides cured physical strengths specified herein.

500-4.5 Physical Properties.

- a) The cured SLC shall conform to the minimum structural standards as listed in Table 500-1.4.2 (A).
- b) No cured-in-place pipe rehabilitation technology shall be allowed that requires bonding to the existing pipe for any part of its structural strength.
- c) Design methods are to be derived for various loading parameters and modes of failure. Equations shall be modified to include deformation in the shape of an oval as a design parameter. The design method shall be submitted to the Engineer for approval prior to the Pre-construction Meeting.

500-4.6 Installation Preparation.

a) The Contractor shall remove internal debris out of the sewer line.

- Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the SLC into the pipelines, and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.
- c) The Contractor, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
- d) The service lateral shall be inactive during the time of installation.
- e) The Contractor shall clear the line of obstructions that prevent the insertion of the SLC material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Contractor shall make an external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.
- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure

500-4.7 SLC Installation.

a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe.

The inversion pressure shall be adjusted to fully invert the SLC into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.

b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.

- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.
- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.
- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc showing the completed work including the restored conditions.
- **Clean-Up.** Upon acceptance of the installation work, the Contractor shall reinstate the Site affected by its operations.
- **Payment:** Payment for SLC sealing systems shall be made at the Contract Unit Price or lump sum price in the Bid for each SLC. The Contract Unit Price or lump sum price in the Bid shall include the installation of the SLC sealing system, surface preparation and repairs, preparation and tape submittal of all pre- and postconstruction CCTV inspection, bypassing if required, and testing, unless otherwise specified in the Special Provisions

SECTION 701 – WATER POLLUTION CONTROL

701-11 Post-Construction Requirements. To the City Supplement, ADD the following:

Comply with the following post-construction requirements:

• Inlet Markers

SECTION 707 – RESOURCE DISCOVERIES

ADD:

The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption** for **Pipeline Rehabilitation T-1**, DEP No. **B-1112**, as referenced in the Contract

Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

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Pipeline Rehabilitation T-1 Appendix A - Notice of Exemption Volume 1 of 2 (Rev. Jan. 2014) 125 | Page

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 2OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 3OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 4OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 5OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 6OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 7OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 8 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 9 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 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.

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

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



Meter Information

Site Contact Name and Title:

Responsible Party Name:

Cal ID#

Signature:

Application for Fire (EXHIBIT A) **Hydrant Meter**

Application Date

(For Office Use Only)

Phone: (

Phone:

Title:

NS REQ	FAC#	
DATE	ВУ	

Requested Install Date:

METER SHOP (619) 527-7449

Fire Hydrant Location: (Attach Detailed Map//Thoma	Ī	<u>.B.</u>	G.B. (CITY USE)			
Specific Use of Water:						
Any Return to Sewer or Storm Drain, If so, explain:						
Estimated Duration of Meter Use:			Ch	neck Box if Recla	imed Water	
Company Information						
Company Name:						
Mailing Address:						
City:	State:	Zip:	Phone:	()	1	
*Business license#		*Contractor license#				
A Copy of the Contractor's license OR Bu	siness License i	s required at the time of	f meter is	suance.		
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)	Phone:	()				

	14			
Fire Hydrant Meter Removal Request		Re	quested Removal Date:	
			i i	
Provide Current Meter Location if Different from Above:				
Signature:		Title.	,	
Signature.	ň	Title:	,	Date:
Phone: ()	Pager:	()	

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

Date:

	City Meter		Private Meter				
Cont	ract Acct #:			Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00		
Meter Serial #				Meter Size: 05	Meter Make and Style: 6-7		
Backflow #				Backflow Size:	Backflow Make and Style:		
Nam	e:			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 #						
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

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123					Contractor's Name:						
Project Name:					Contractor's Address:						
SAP No. (WBS/IO/CC):											
City Purchase Order No. :					Contractor's Phone #: Invoice No.						
_	Resident Engineer (RE):					Contractor's Fax #:				Invoice Date:	
RE Phone#: Item # Item Description									Billing Po		
		Contract Authorization		Previous Estimate This E %/QTY Amount %/QTY							
1	2 Parallel 4" PVC C900	Unit LF	Qty 1,380	Price \$34.00	Extension \$46,920.00	%/Q1Y	Amount	% / Q1 Y	Amount	% / Q1 Y	Amount
	48" Primary Steel Casing	LF	500	\$1,000.00	· · · · · · · · · · · · · · · · · · ·						
	2 Parallel 12" Secondary Steel	LF	1,120	\$1,000.00							
	21 draner 12 Secondary Steer	121	1,120	ψ33.00	\$37,300.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
	Demo	LS	1	\$14,000.00							
	Install 6' High Chain Link Fence	LS	1	\$5,600.00							
7	General Site Restoration	LS	1	\$3,700.00							
8	10" Gravity Sewer	LF	10	·							
	4" Blow Off Valves	EA	2		·						
	Bonds	LS	1	\$16,000.00	\$19,000.00						
	Field Orders	AL	1	80,000							
11.1	Field Order 1	LS	5,500	\$1.00							
	Field Order 2	LS	7,500	· ·							
11.2					1 . ,						
11.3	Field Order 3	LS	10,000	\$1.00	+,						
11.4	Field Order 4	LS	6,500								
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
	CHANGE ORDERS										
	Order 1	4,890									
Items 1					\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	Order 2	160,480									
Items 1					\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00							
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
	Order 3 (Close Out) Deduct Bid Item 3	-121,500	53	500.00	(62(500 00)						
	Deduct Bid Item 3 Deduct Bid Item 4	LS	-1		()						
Items 3		LD	1	-50,500.00							
Turins 5	- <i>,</i>		1	-30,300.00	(\$30,300.00)			Total			
5	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orio	inal Contract Amount						Ref	ention an	d/or Escro	w Payment Sche	dule
B. Approved Change Order 1 Thru 3							Retention and/or Escrow Payment Schedule Total Retention Required as of this billing				
C. Total Authorized Amount (A+B)					Previous Retention Withheld in PO or in Escrow						
	l Billed to Date					Add'l Amt to Withhold in PO/Transfer in Escrow:					
									· •		
	Total Retention (5% of D)					Amt to Release to Contractor from PO/Escrow:					
	Total Previous Payments	-				Contractor Simulation and Date					
_	ment Due Less Retention	-				Contractor Signature and Date:					
H. Rem	naining Authorized Amount										

APPENDIX D

LOCATION MAP



PIPELINE REHABILITATION T-1

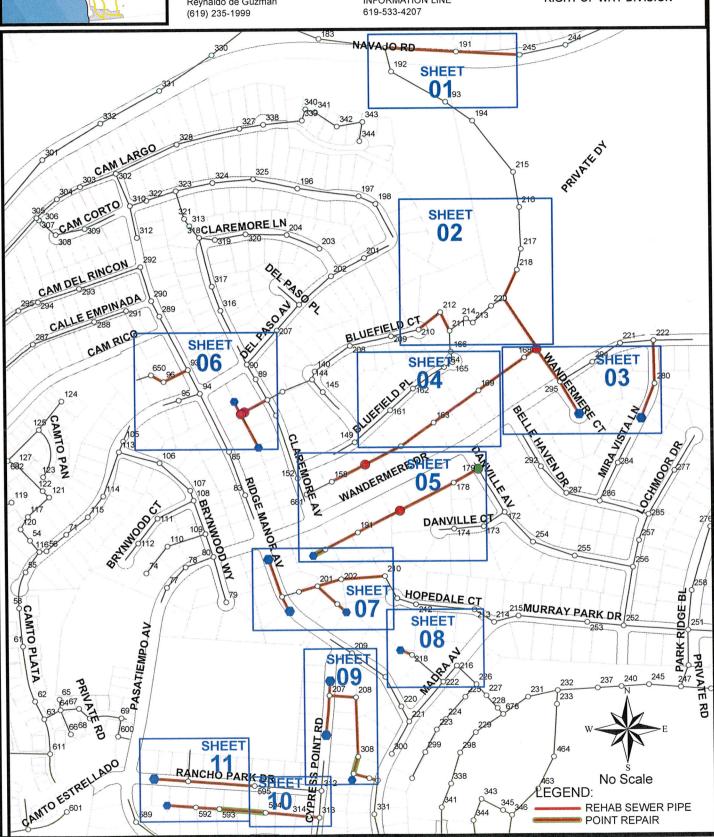
SENIOR ENGINEER Carl E. Spier, P.E. (619) 533-5126

PROJECT ENGINEER Reynaldo de Guzman (619) 235-1999 PROJECT MANAGER Regan Owen (619) 533-5206

CONSTRUCTION PROJECT INFORMATION LINE



RIGHT OF WAY DIVISION



COMMUNITY NAME: NAVAJO COMMUNITY

Appendix D – Location Map Volume 1 of 2 (Rev. Jan. 2014) COUNCIL DISTRICT: 7



NORTH - Sheet 1 of 2

WBS #: B-11120 (S)

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PIPELINE REHABILITATION T-1

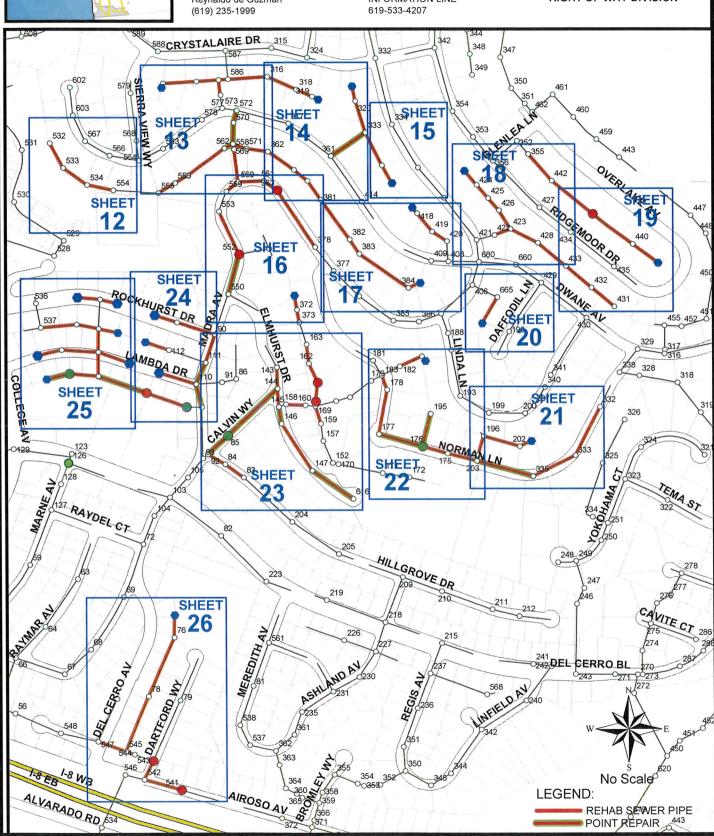
SENIOR ENGINEER Carl E. Spier, P.E. (619) 533-5126

PROJECT ENGINEER Reynaldo de Guzman (619) 235-1999 PROJECT MANAGER Regan Owen (619) 533-5206

CONSTRUCTION PROJECT INFORMATION LINE 619-533-4207



RIGHT OF WAY DIVISION



COMMUNITY NAME: NAVAJO COMMUNITY

Appendix D – Location Map Volume 1 of 2 (Rev. Jan. 2014)





WBS #: B-11120 (S)

APPENDIX E

SEWER MAINS AND MANHOLE REHABILITATION DATA TEMPLATES

PIPELINE REHABILITATION T-1

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN	SEWER PLUG	MANHOLE	CURB RAMPS	SHEET NO.
56972	245	191	349	8	VC	0	REHAB				SHEET 01
56973	191	184	350	8	VC	0	REHAB				SHEET 01
56993	210	212	125	8	VC	3	REHAB				SHEET 02
56995	212	211	107	8	VC	2	REHAB		REHAB MH 212		SHEET 02
57000	219	218	186	8	VC	0	REHAB				SHEET 02
57001	167	219	305	8	VC	0	REHAB				SHEET 02
57255	168	167	87	8	VC	0	REHAB				SHEET 03
57004	280	222	217	8	VC	4	REHAB				SHEET 03
57339	PLUG	280	180	8	VC	5	REHAB	NEW CLEANOUT			SHEET 03
57346	295	167	210	8	VC	1	REHAB		REHAB MH 167		SHEET 03
57347	PLUG	295	183	8	VC	7	REHAB	NEW CLEANOUT			SHEET 03
57256	169	168	290	8	VC	3	REHAB				SHEET 04
57257	163	169	290	8	VC	4	REHAB				SHEET 04
57248	158	159	200	8	VC	3	REHAB				SHEET 05
57249	159	160	200	8	VC	4	REHAB		REHAB MH 159		SHEET 05
57250	160	163	210	8	VC	4	REHAB				SHEET 05
57264	178	179	155	8	VC	1	REHAB		REPLACE MH 179		SHEET 05
57265	188	178	310	8	VC	3	REHAB		REHAB MH 188		SHEET 05
57266	191	188	230	8	VC	2	REHAB				SHEET 05
57267	192	191	200	8	VC	2	REHAB				SHEET 05
57268	PLUG	192	65	8	VC	1	PT REPAIR/ REHAB	NEW CLEANOUT			SHEET 05
57189	PLUG	86	75	8	VC	2	REHAB	NEW CLEANOUT			SHEET 06
57190	PLUG	86	190	8	VC	2	REHAB	NEW CLEANOUT			SHEET 06
57191	88	142	140	8	VC	2	REHAB		REHAB MH 88		SHEET 06
57193	86	88	21	8	VC	0	REHAB		REHAB MH 86		SHEET 06
57199	96	83	140	8	VC	1	REHAB				SHEET 06
57202	650	96	70	8	VC	1	REHAB				SHEET 06

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN	SEWER PLUG	MANHOLE	CURB RAMPS	SHEET NO.
57269	PLUG	199	200	8	VC	5	REHAB	NEW CLEANOUT			SHEET 07
57270	PLUG	199	83	8	VC	2	REHAB	NEW CLEANOUT			SHEET 07
57272	200	201	97	8	VC	1	REHAB				SHEET 07
57273	201	202	130	8	VC	0	REHAB				SHEET 07
57274	203	201	140	8	VC	2	REHAB				SHEET 07
57275	PLUG	203	61	8	VC	2	REHAB	NEW CLEANOUT			SHEET 07
57284	202	210	207	8	VC	0	REHAB				SHEET 07
57292	PLUG	218	65	8	VC	1	REHAB	NEW CLEANOUT			SHEET 08
57277	PLUG	207	75	8	VC	2	REHAB	NEW CLEANOUT			SHEET 09
57278	207	208	144	8	VC	1	REHAB				SHEET 09
57279	PLUG	207	197	8	VC	3	REHAB	NEW CLEANOUT			SHEET 09
57280	208	308	304	8	VC	3	REHAB				SHEET 09
57352	308	328	103	8	VC	1	PT REPAIR/ REHAB				SHEET 09
57366	PLUG	319	24	8	VC	1	REHAB	NEW CLEANOUT			SHEET 09
57367	329	330	87	8	VC	2	REHAB				SHEET 09
57369	329	330	40	8	VC	0	REHAB				SHEET 09
57355	594	314	235	8	VC	2	REHAB				SHEET 10
57364	314	313	50	8	VC	0	REHAB				SHEET 10
57577	593	594	235	8	VC	3	PT REPAIR/ REHAB				SHEET 11
57578	592	593	125	8	VC	2	REHAB				SHEET 11
57579	PLUG	592	140	8	VC	2	REHAB	NEW CLEANOUT			SHEET 11
57580	PLUG	596	182	8	VC	2	REHAB	NEW CLEANOUT			SHEET 11
57581	596	595	350	8	VC	4	REHAB				SHEET 11
57537	532	533	145	8	VC	2	REHAB				SHEET 12
57538	533	534	150	8	VC	1	REHAB				SHEET 12
57540	534	554	156	8	VC	2	REHAB				SHEET 12
57544	555	556	94	8	VC	0	REHAB				SHEET 13
57545	556	557	90	8	VC	1	REHAB				SHEET 13

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN	SEWER PLUG	MANHOLE	CURB RAMPS	SHEET NO.
57546	557	562	234	8	VC	1	REHAB				SHEET 13
57547	562	569	50	8	VC	0	PT REPAIR/ REHAB				SHEET 13
57548	558	560	180	8	VC	1	REHAB				SHEET 13
57556	571	569	74	8	VC	1	REHAB				SHEET 13
57557	362	571	120	8	VC	1	REHAB				SHEET 13
57558	570	569	102	8	VC	0	PT REPAIR/ REHAB				SHEET 13
57559	572	570	73	8	VC	0	PT REPAIR/ REHAB				SHEET 13
57561	316	586	202	8	VC	2	REHAB				SHEET 13
57563	586	584	47	8	VC	0	REHAB				SHEET 13
57564	583	584	120	8	VC	0	REHAB				SHEET 13
57565	584	577	80	8	VC	1	REHAB				SHEET 13
57569	581	583	168	8	VC	3	REHAB				SHEET 13
57570	PLUG	581	19	8	VC	1	REHAB	NEW CLEANOUT			SHEET 13
57599	569	558	10	8	VC	1	PT REPAIR/ REHAB				SHEET 13
57357	318	316	155	8	VC	1	REHAB				SHEET 14
57360	319	318	95	8	VC	0	REHAB				SHEET 14
57361	PLUG	319	40	8	VC	1	REHAB	NEW CLEANOUT			SHEET 14
57377	320	333	178	8	VC	1	REHAB				SHEET 14
57393	333	361	206	8	VC	0	PT REPAIR/ REHAB				SHEET 14
57394	379	362	155	8	VC	2	REHAB				SHEET 14
57403	380	379	94	8	VC	1	REHAB				SHEET 14
57404	381	380	119	8	VC	2	REHAB				SHEET 14
57596	PLUG	320	70	8	VC	3	REHAB	NEW CLEANOUT			SHEET 14
57392	360	333	191	8	VC	3	REHAB				SHEET 15
57421	PLUG	360	105	8	VC	2	REHAB	NEW CLEANOUT			SHEET 15
57395	363	561	107	8	VC	2	REHAB			1	SHEET 16
57398	PLUG	372	75	8	VC	2	REHAB	NEW CLEANOUT			SHEET 16
57399	372	373	65	8	VC	0	REHAB				SHEET 16

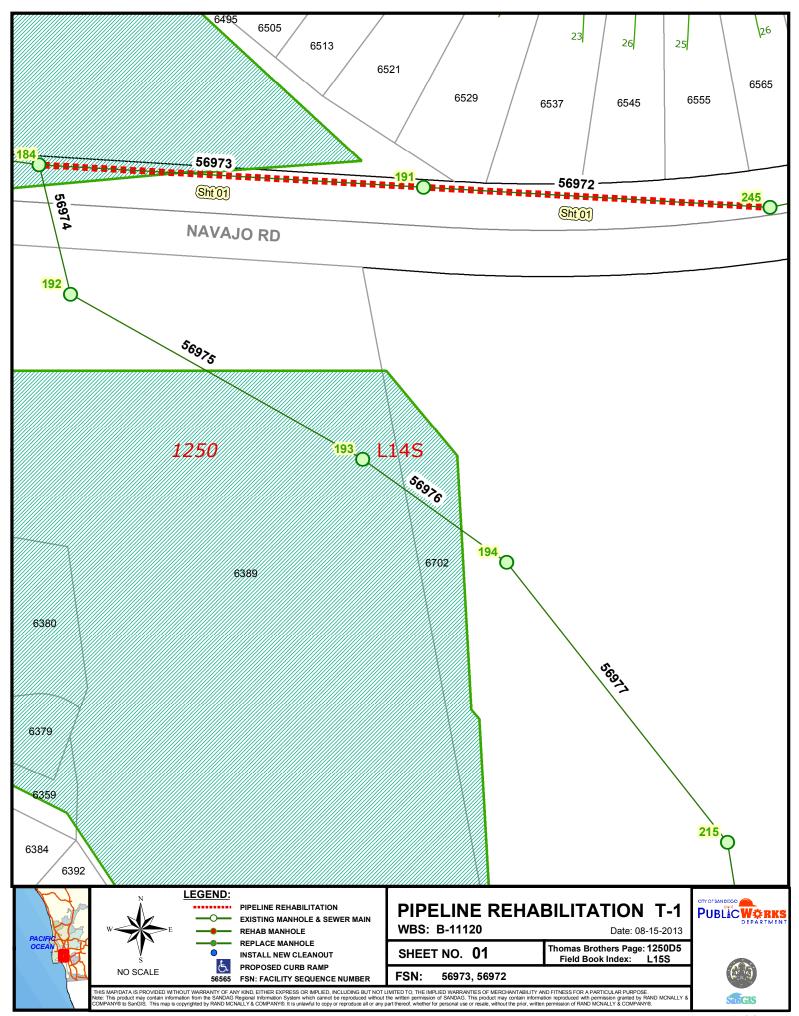
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN	SEWER PLUG	MANHOLE	CURB RAMPS	SHEET NO.
57402	378	363	350	8	VC	3	REHAB		REHAB MH 363		SHEET 16
57549	560	559	82	8	VC	1	REHAB				SHEET 16
57551	553	552	251	8	VC	6	REHAB				SHEET 16
57552	552	550	182	8	VC	2	PT REPAIR/ REHAB		REHAB MH 552		SHEET 16
57555	561	560	122	8	VC	1	REHAB				SHEET 16
57405	382	381	252	8	VC	2	REHAB				SHEET 17
57406	383	382	80	8	VC	1	REHAB				SHEET 17
57407	384	383	310	8	VC	2	REHAB				SHEET 17
57409	PLUG	384	70	8	VC	1	REHAB	NEW CLEANOUT			SHEET 17
57422	PLUG	418	35	8	VC	1	REHAB	NEW CLEANOUT			SHEET 17
57423	418	419	120	8	VC	2	REHAB				SHEET 17
57424	419	420	94	8	VC	0	REHAB				SHEET 17
57427	PLUG	424	95	8	VC	2	REHAB	NEW CLEANOUT			SHEET 18
57428	424	425	90	8	VC	1	REHAB				SHEET 18
57429	425	426	80	8	VC	1	REHAB				SHEET 18
57433	426	423	117	8	VC	2	REHAB				SHEET 18
57434	428	423	151	8	VC	1	REHAB				SHEET 18
57435	423	422	88	8	VC	0	REHAB				SHEET 18
57443	433	428	200	8	VC	2	REHAB				SHEET 18
57453	442	355	184	8	VC	1	REHAB				SHEET 18
57444	432	433	175	8	VC	2	REHAB				SHEET 19
57445	431	432	145	8	VC	2	REHAB				SHEET 19
57454	441	442	273	8	VC	4	REHAB		REHAB MH 441		SHEET 19
57455	440	441	260	8	VC	2	REHAB				SHEET 19
57456	PLUG	440	160	8	VC	4	REHAB	NEW CLEANOUT			SHEET 19
57441	PLUG	665	155	8	VC	4	REHAB	NEW CLEANOUT			SHEET 20
57714	202	196	196	8	VC	2	REHAB				SHEET 21
57715	PLUG	202	65	8	VC	1	REHAB	NEW CLEANOUT			SHEET 21

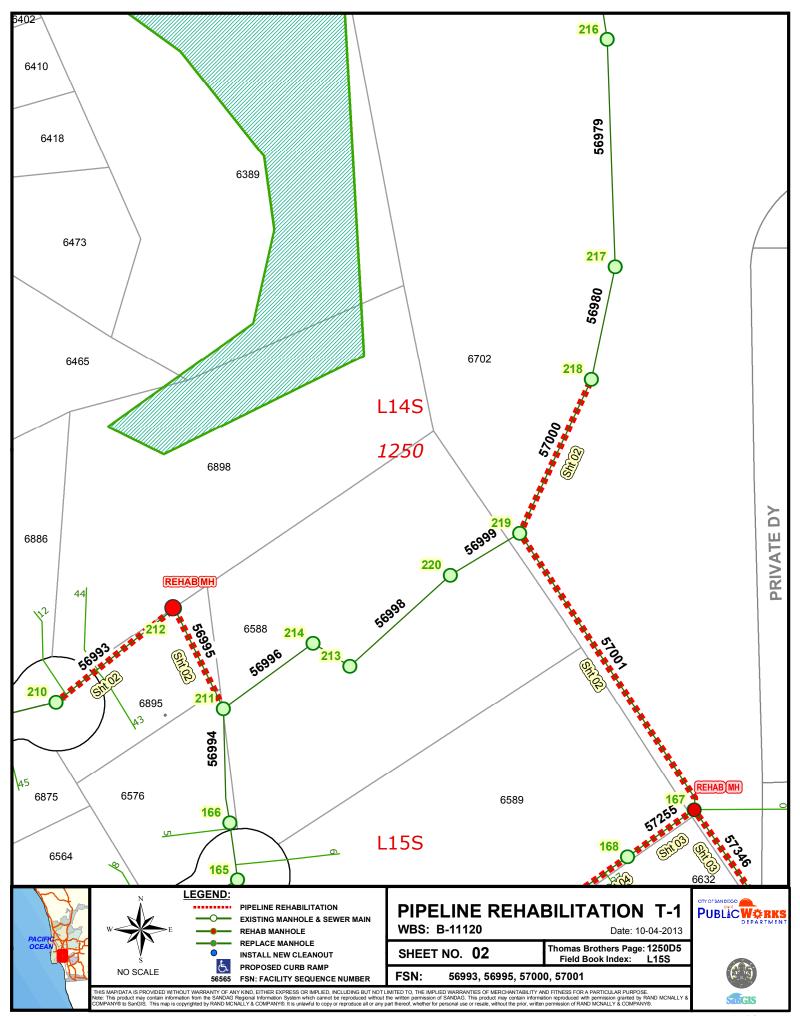
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN	SEWER PLUG	MANHOLE	CURB RAMPS	SHEET NO.
57716	335	203	300	8	VC	2	PT REPAIR/ REHAB				SHEET 21
57851	333	335	243	8	VC	2	REHAB				SHEET 21
57852	332	333	280	8	VC	2	REHAB				SHEET 21
57712	PLUG	187	15	8	VC	1	REHAB	NEW CLEANOUT			SHEET 22
57717	201	203	30	8	VC	0	REHAB				SHEET 22
57718	196	201	105	8	VC	1	REHAB				SHEET 22
57719	203	175	155	8	VC	2	REHAB				SHEET 22
57720	175	176	130	8	VC	0	REHAB				SHEET 22
57721	195	176	172	8	VC	1	PT REPAIR/ REHAB				SHEET 22
57723	176	177	228	8	VC	1	PT REPAIR/ REHAB		REPLACE MH 176		SHEET 22
57724	177	178	236	8	VC	3	REHAB				SHEET 22
57725	178	183	82	8	VC	0	REHAB				SHEET 22
57727	187	182	135	8	VC	2	REHAB				SHEET 22
57663	83	84	120	8	VC	3	REHAB			8	SHEET 23
57664	84	92	108	8	VC	0	REHAB				SHEET 23
57671	85	92	140	8	VC	2	PT REPAIR/ REHAB		REPLACE MH 85		SHEET 23
57672	144	85	347	8	VC	6	PT REPAIR/ REHAB				SHEET 23
57733	167	161	113	8	VC	1	REHAB		REHAB MH 161 & 167		SHEET 23
57734	162	167	104	8	VC	1	REHAB				SHEET 23
57735	163	162	99	8	VC	0	REHAB				SHEET 23
57738	143	144	135	8	VC	2	REHAB				SHEET 23
57741	145	144	83	8	VC	1	REHAB				SHEET 23
57742	146	145	84	8	VC	0	PT REPAIR/ REHAB				SHEET 23
57744	159	169	90	8	VC	0	REHAB				SHEET 23
57751	616	147	256	8	VC	5	PT REPAIR/ REHAB				SHEET 23
57752	147	146	289	8	VC	7	REHAB				SHEET 23
58032	160	158	98	8	VC	1	REHAB				SHEET 23
57535	PLUG	547	130	8	VC	3	REHAB	NEW CLEANOUT		2	SHEET 24

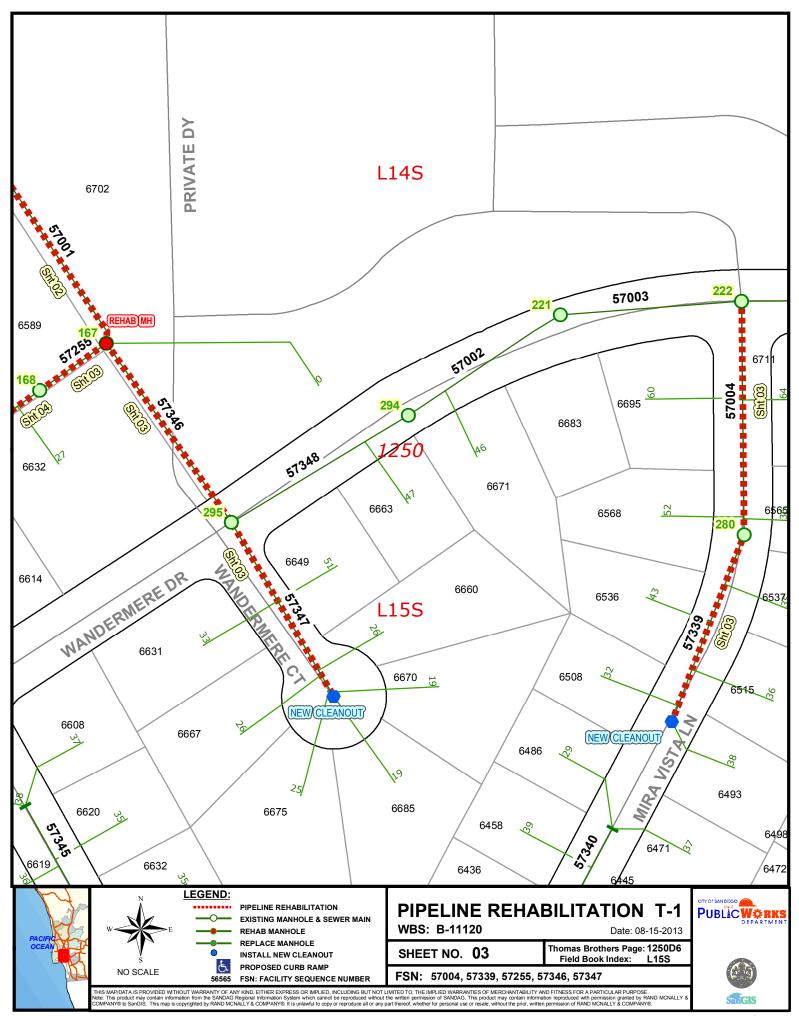
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN	SEWER PLUG	MANHOLE	CURB RAMPS	SHEET NO.
57673	110	106	121	8	VC	0	PT REPAIR/ REHAB				SHEET 24
57677	547	90	200	8	VC	3	REHAB				SHEET 24
57678	90	111	155	8	VC	2	REHAB				SHEET 24
57680	111	110	115	8	VC	1	PT REPAIR/ REHAB				SHEET 24
57681	117	107	221	8	VC	4	REHAB		REHAB MH117 REPLACE MH 107		SHEET 24
57696	PLUG	112	120	8	VC	2	REHAB	NEW CLEANOUT			SHEET 24
57697	PLUG	110	200	8	VC	2	REHAB	NEW CLEANOUT			SHEET 24
57530	537	538	175	8	VC	2	REHAB				SHEET 25
57531	538	540	113	8	`VC	1	REHAB				SHEET 25
57532	PLUG	541	130	8	VC	3	REHAB	NEW CLEANOUT			SHEET 25
57533	PLUG	541	80	8	VC	2	REHAB	NEW CLEANOUT			SHEET 25
57695	PLUG	540	100	8	VC	1	REHAB	NEW CLEANOUT			SHEET 25
57698	122	117	274	8	VC	4	PT REPAIR/ REHAB				SHEET 25
57699	PLUG	115	160	8	VC	3	REHAB	NEW CLEANOUT			SHEET 25
57700	540	115	119	8	VC	0	REHAB				SHEET 25
57701	134	115	196	8	VC	3	REHAB				SHEET 25
57702	PLUG	134	125	8	VC	2	REHAB	NEW CLEANOUT			SHEET 25
57703	PLUG	133	135	8	VC	2	PT REPAIR/ REHAB	NEW CLEANOUT	REPLACE MH 133		SHEET 25
57704	115	122	123	8	VC	0	REHAB				SHEET 25
57705	133	122	157	8	VC	2	REHAB				SHEET 25
57654	PLUG	76	130	8	VC	2	REHAB	NEW CLEANOUT			SHEET 26
57655	76	78	304	8	VC	4	REHAB				SHEET 26
57657	78	545	310	8	VC	5	REHAB				SHEET 26
58020	541	542	193	8	VC	2	REHAB		REHAB MH 541		SHEET 26
58023	543	542	104	8	VC	1	REHAB		REHAB MH 543		SHEET 26
58025	545	544	45	8	VC	0	REHAB				SHEET 26
58026	547	545	154	8	VC	1	REHAB				SHEET 26

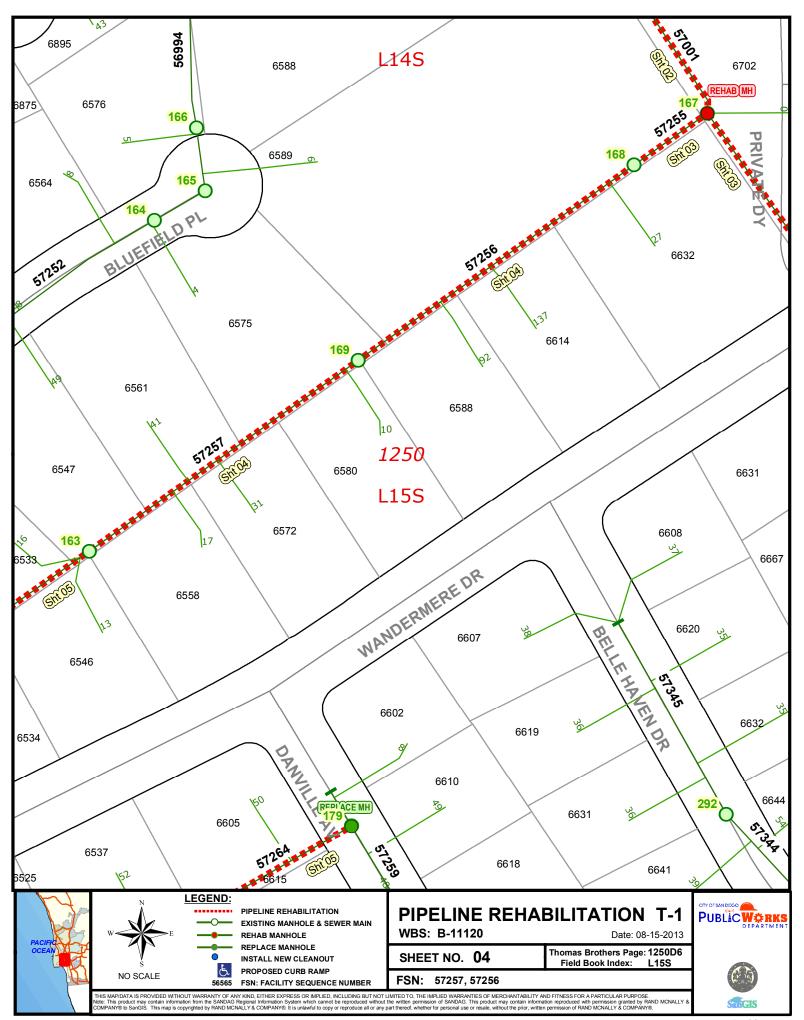
APPENDIX F

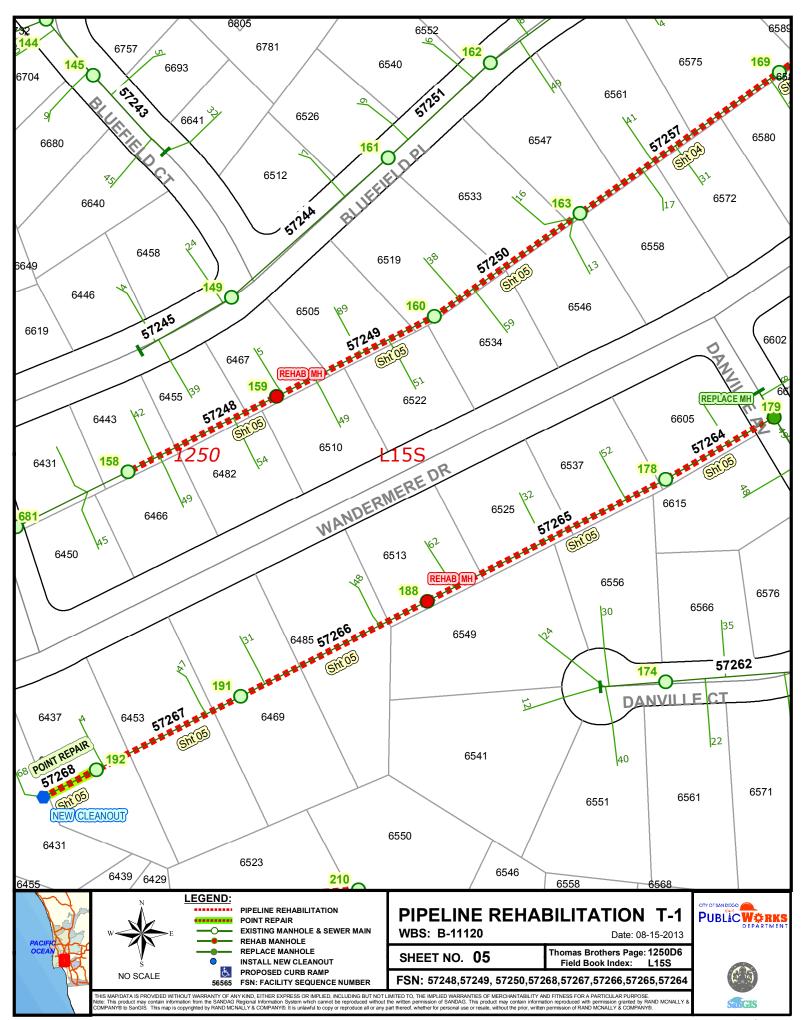
SCOPE OF WORK & SITE MAPS

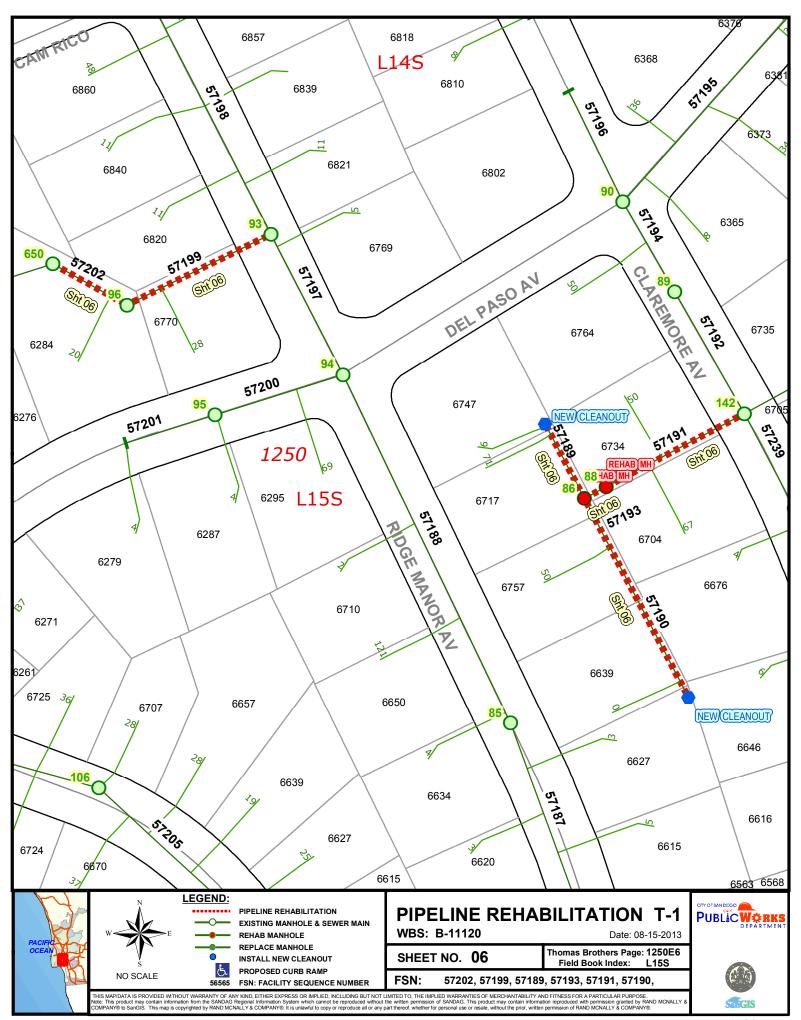


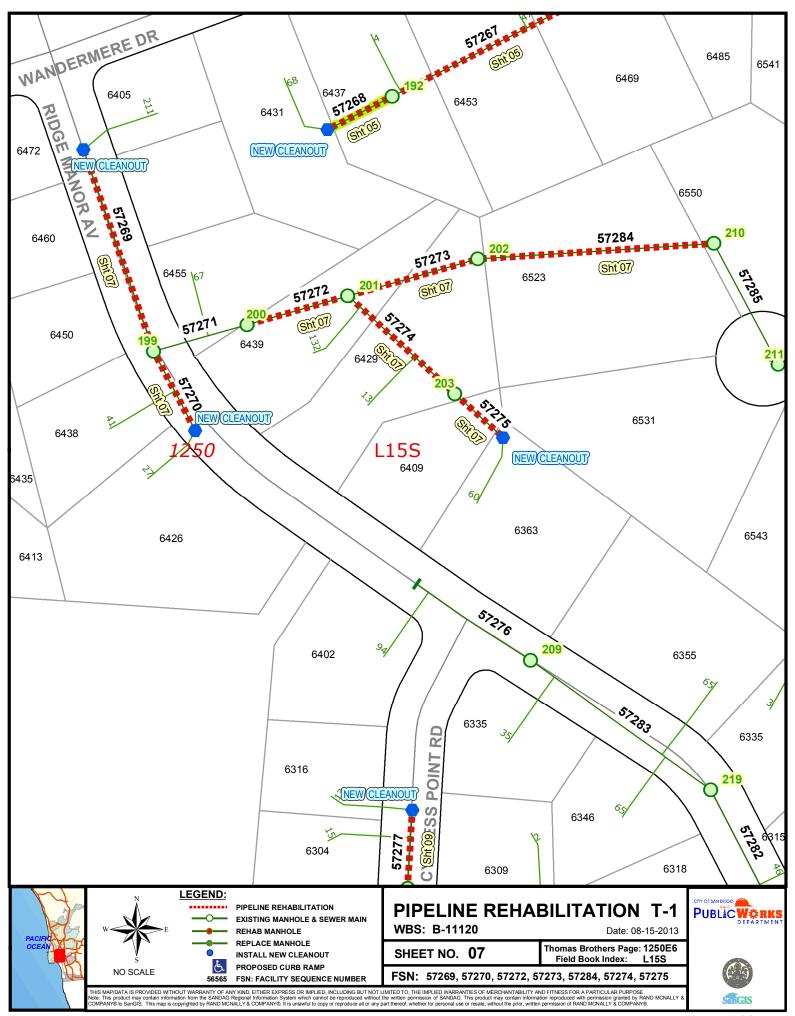


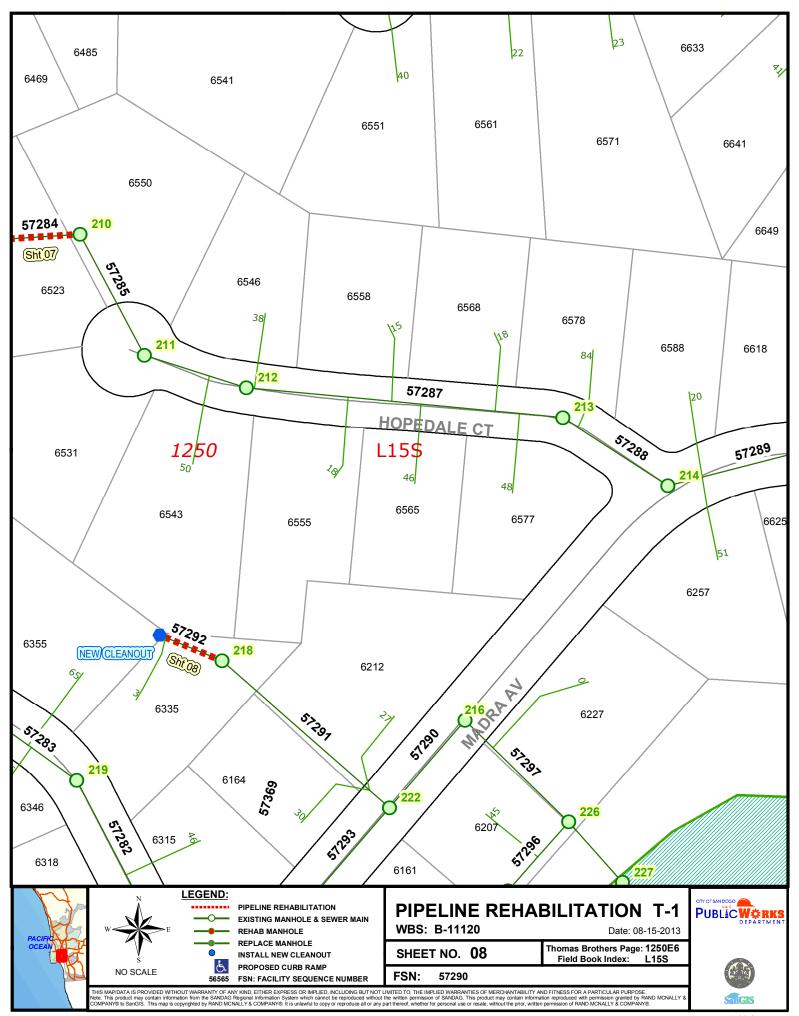


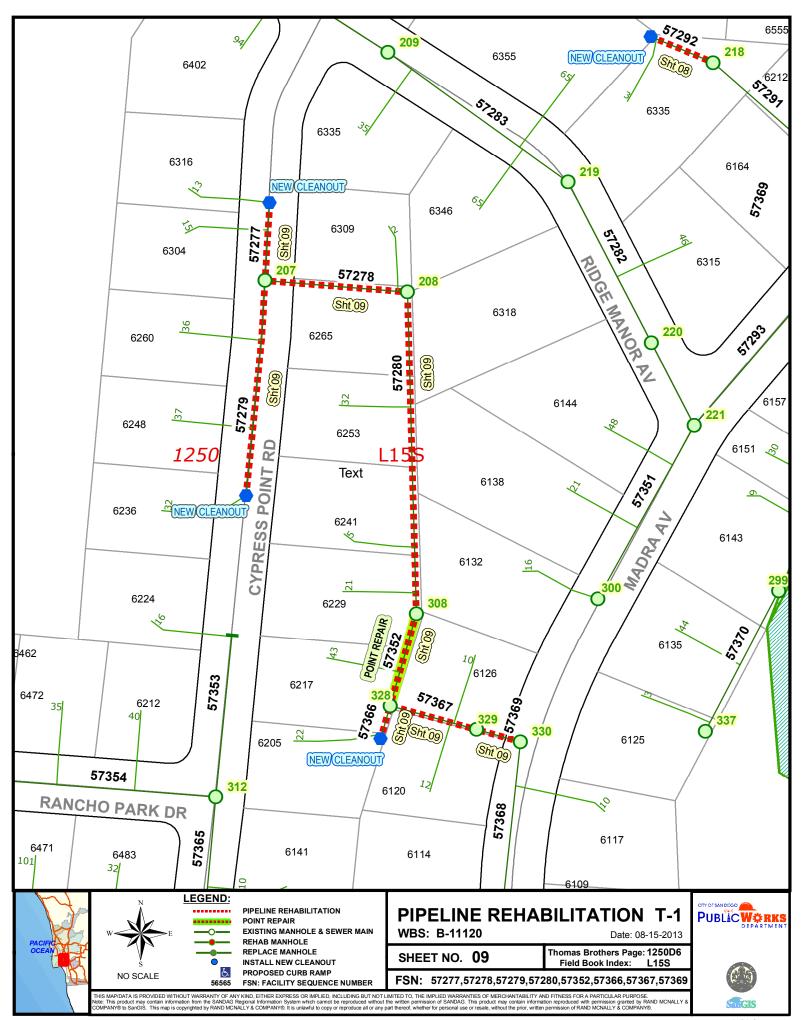


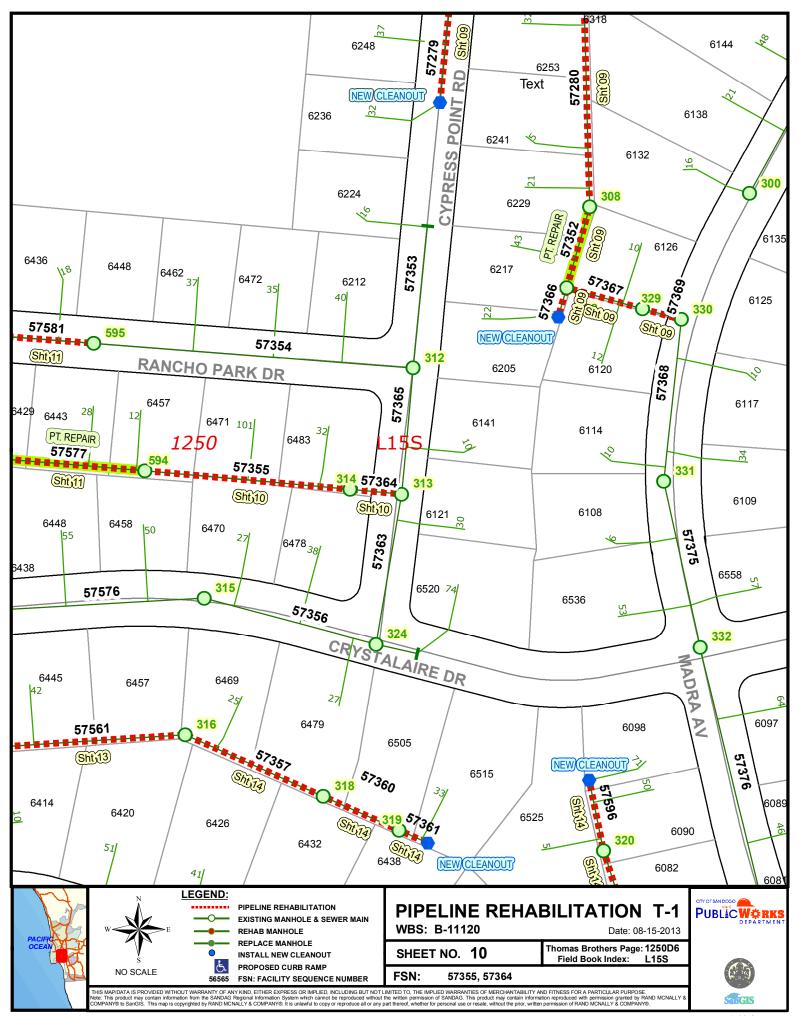


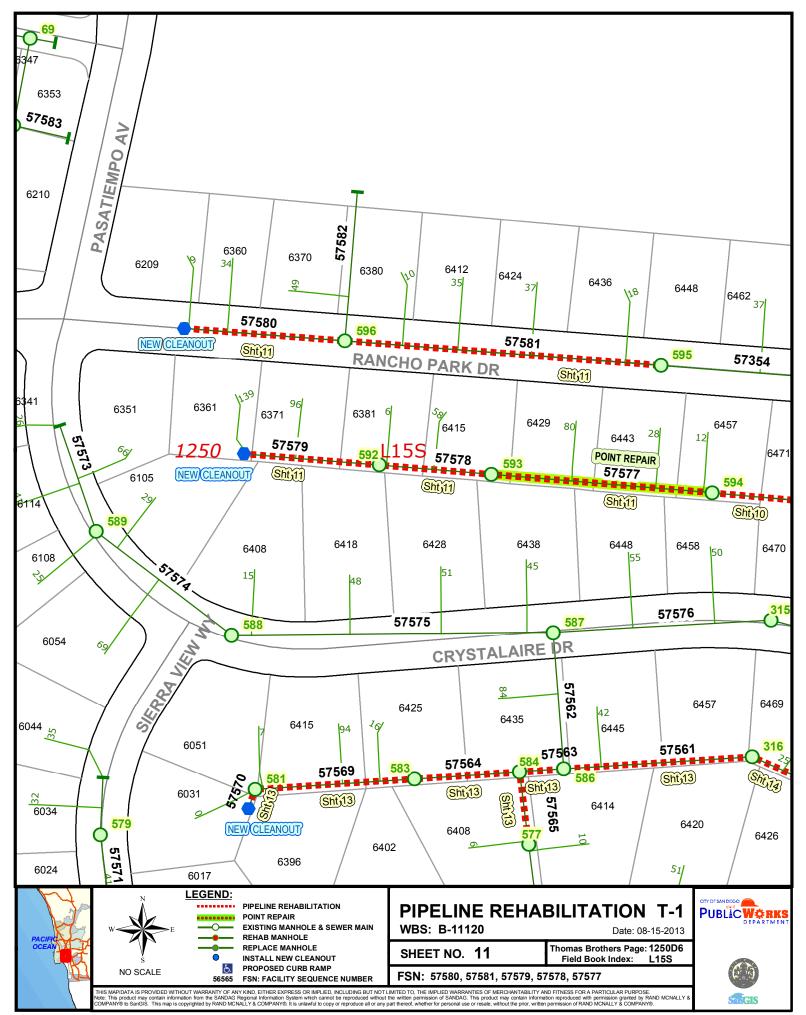


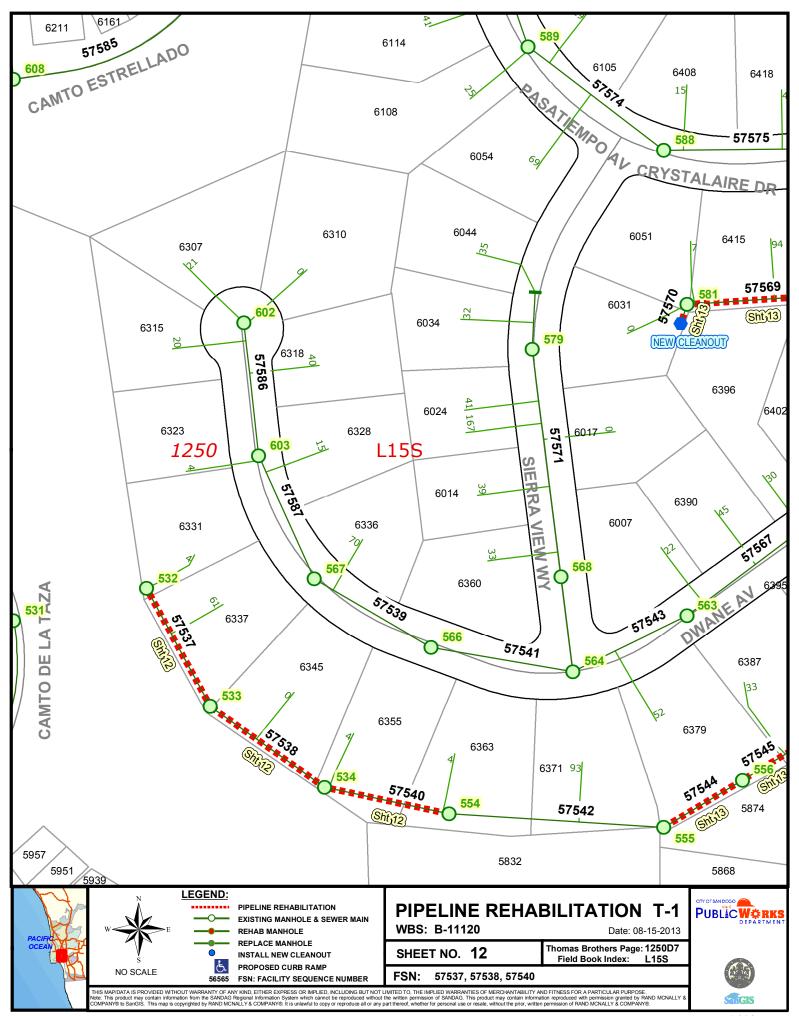


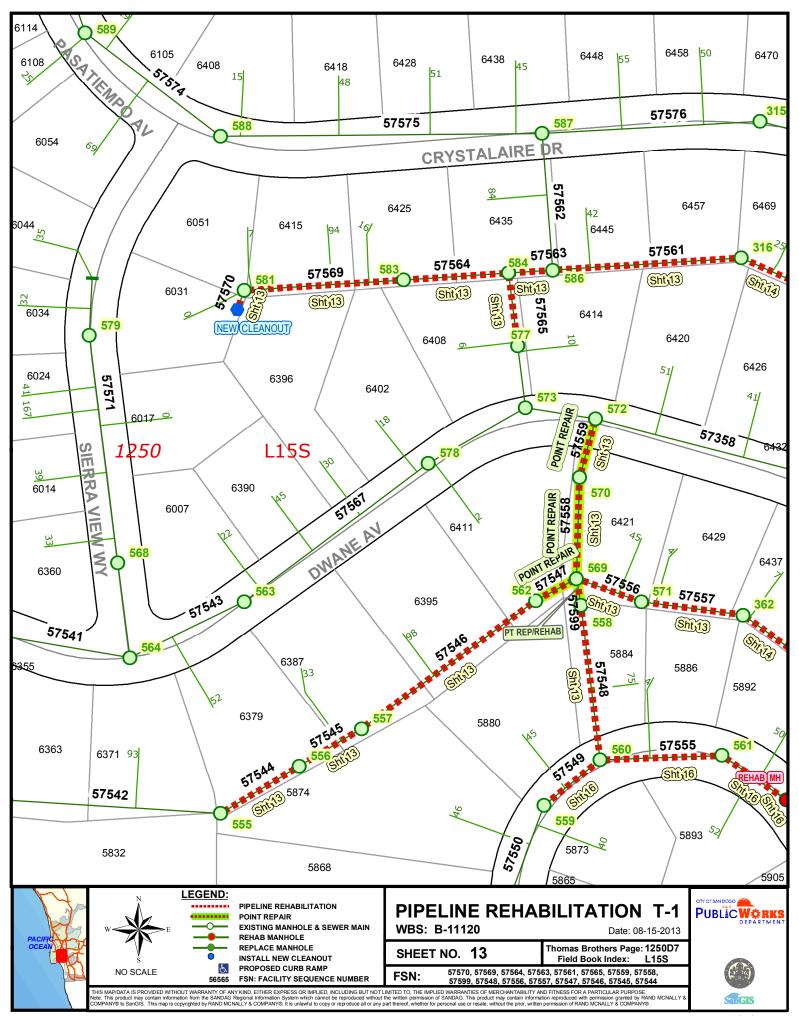


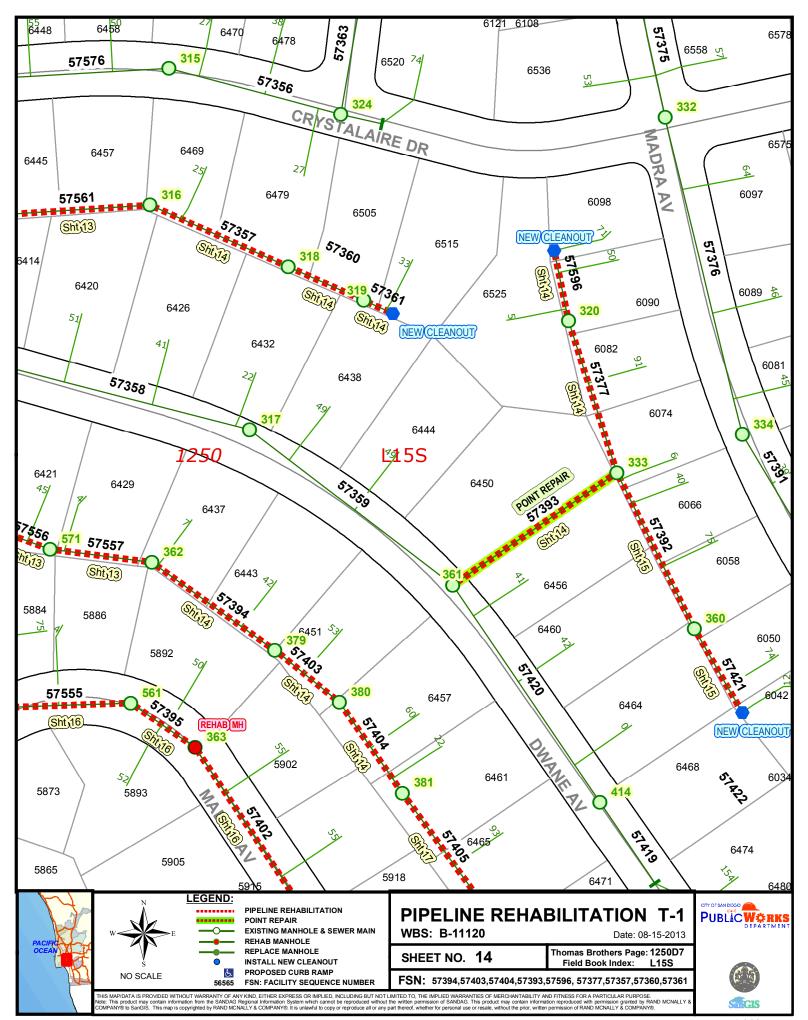


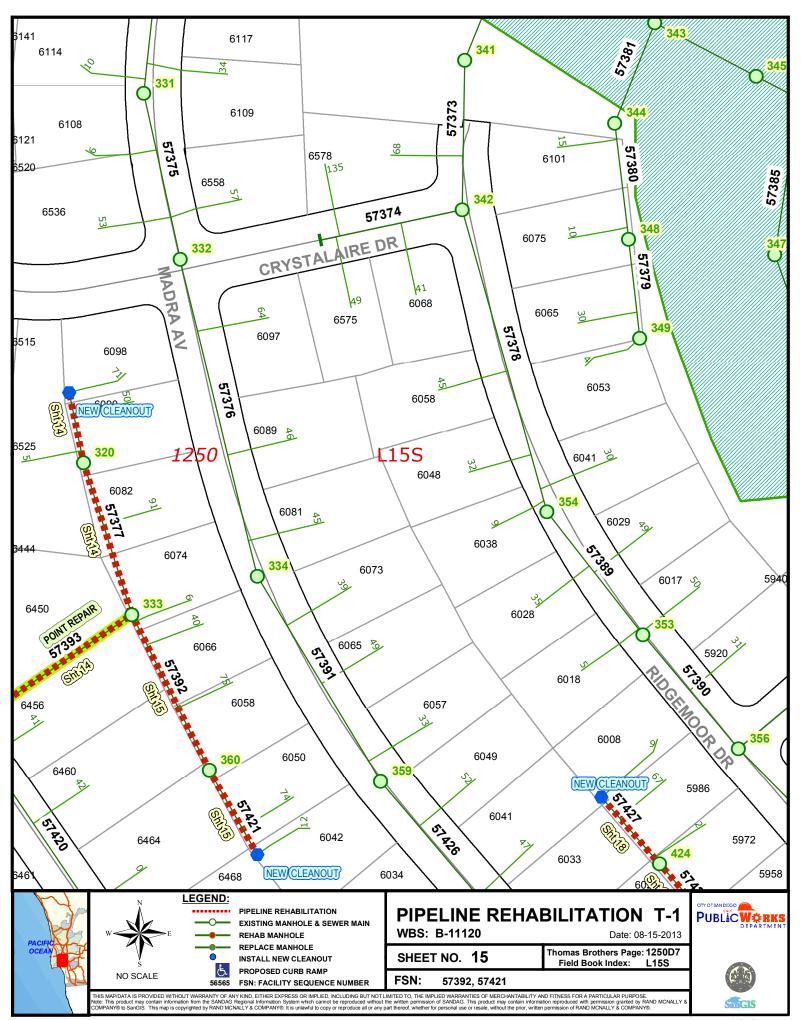


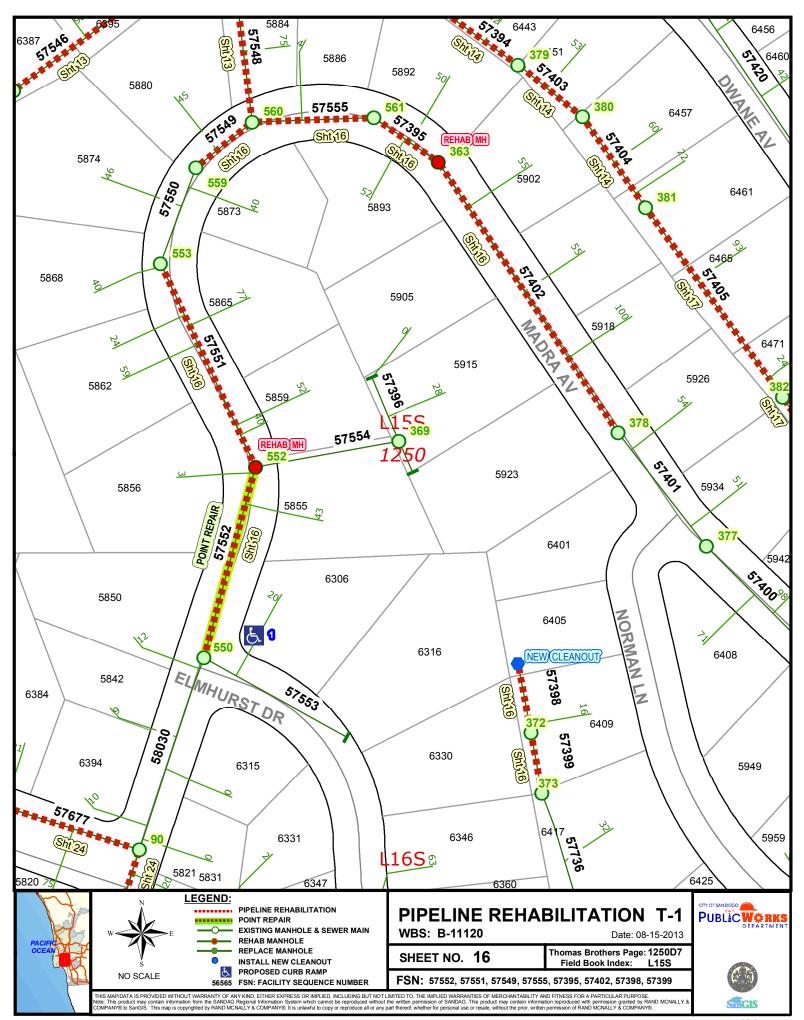


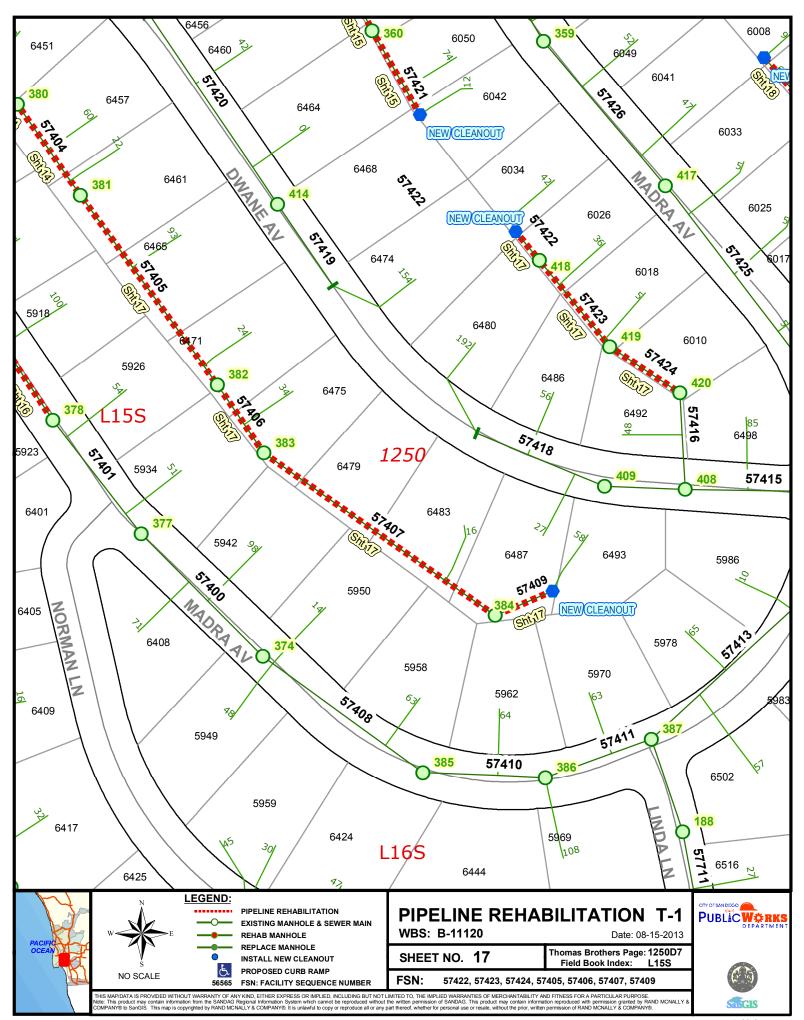


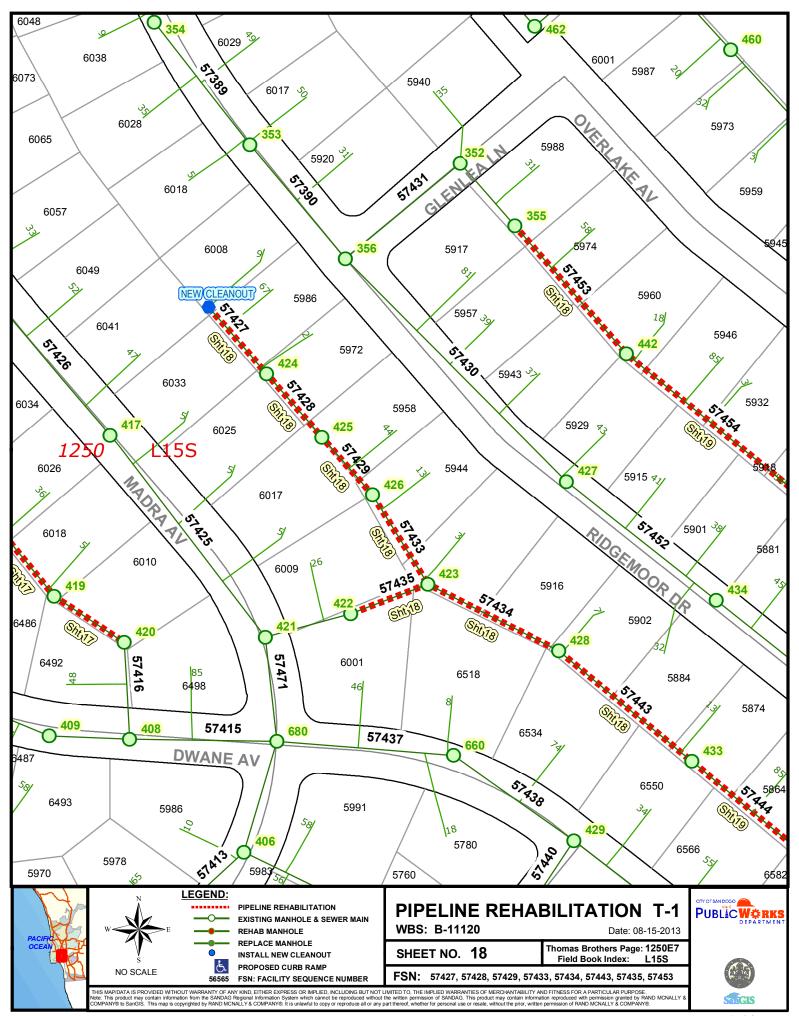


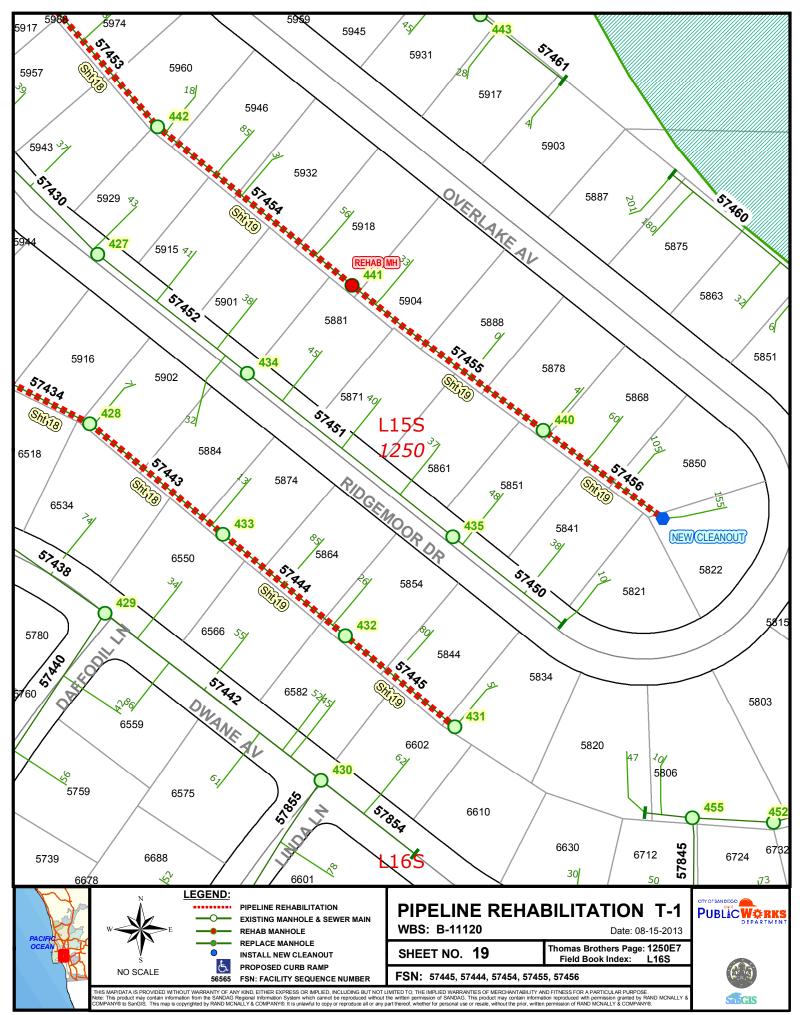


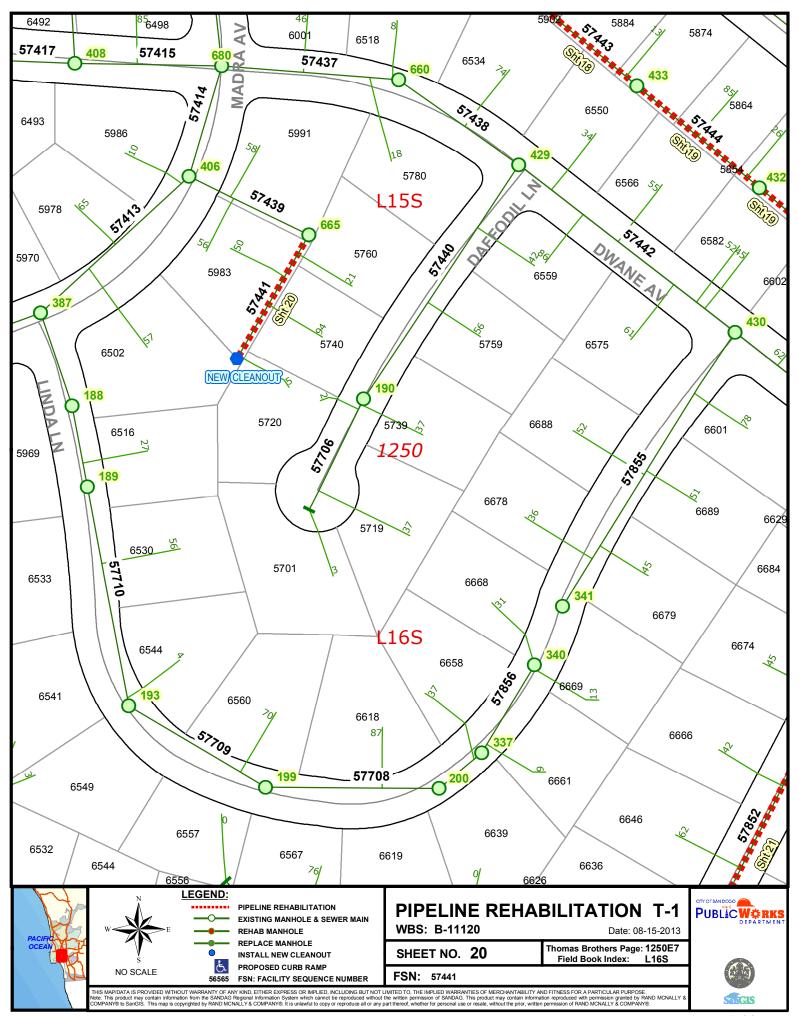


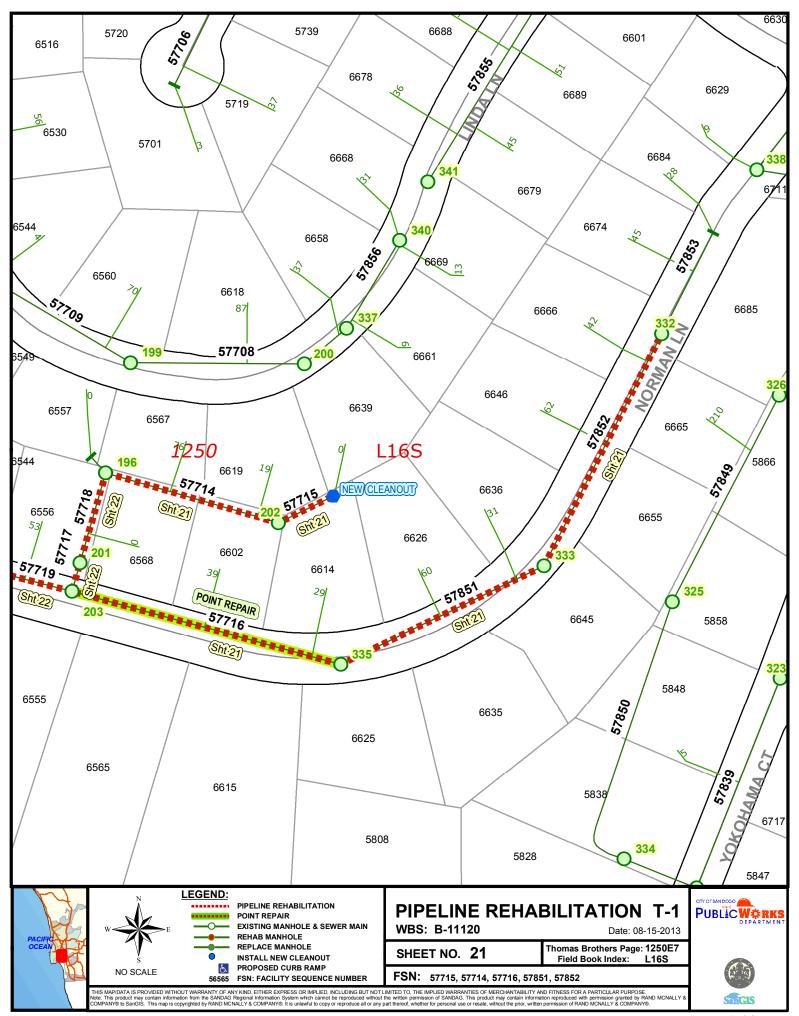


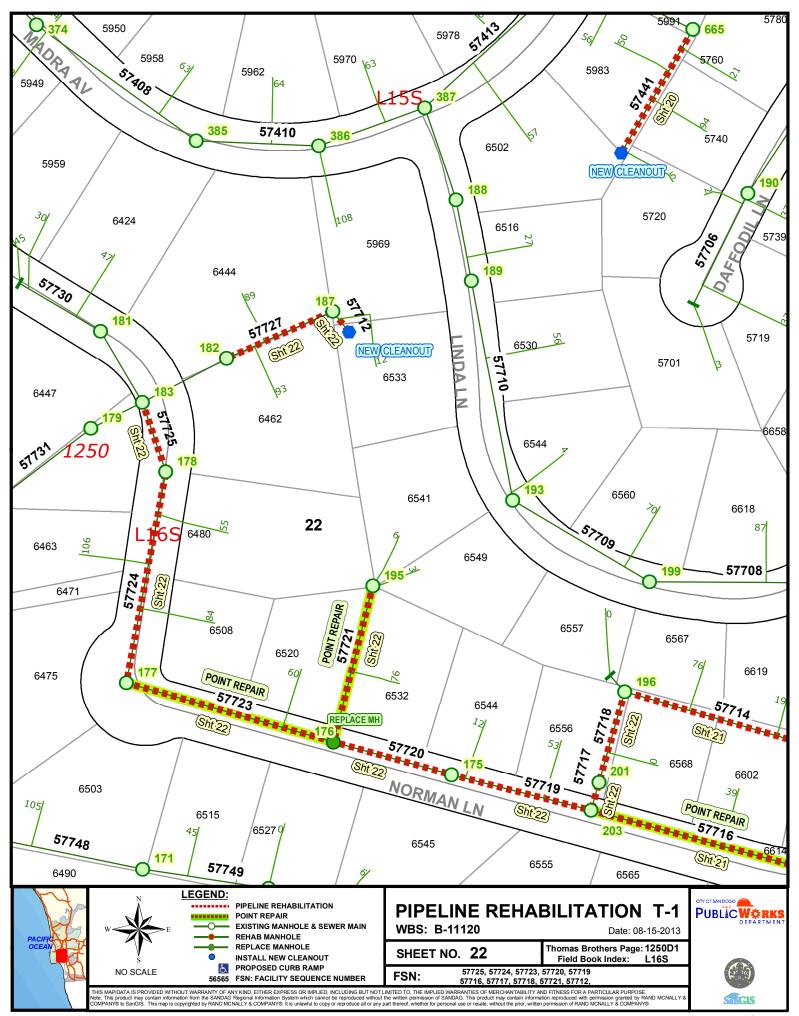


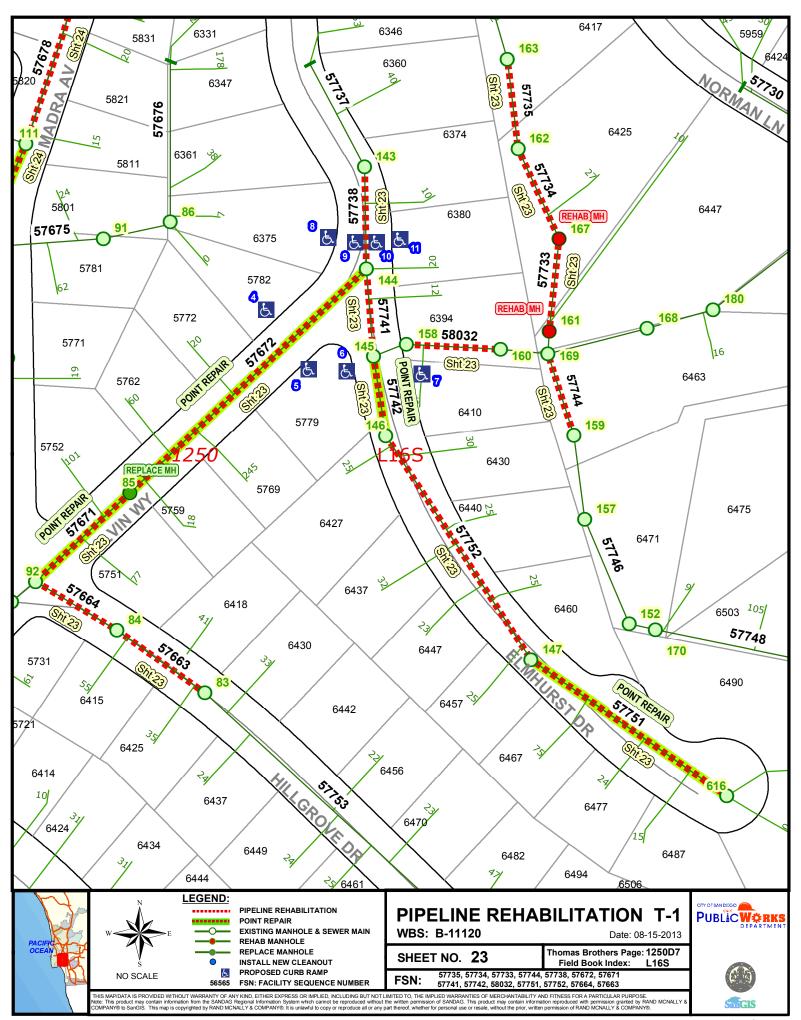


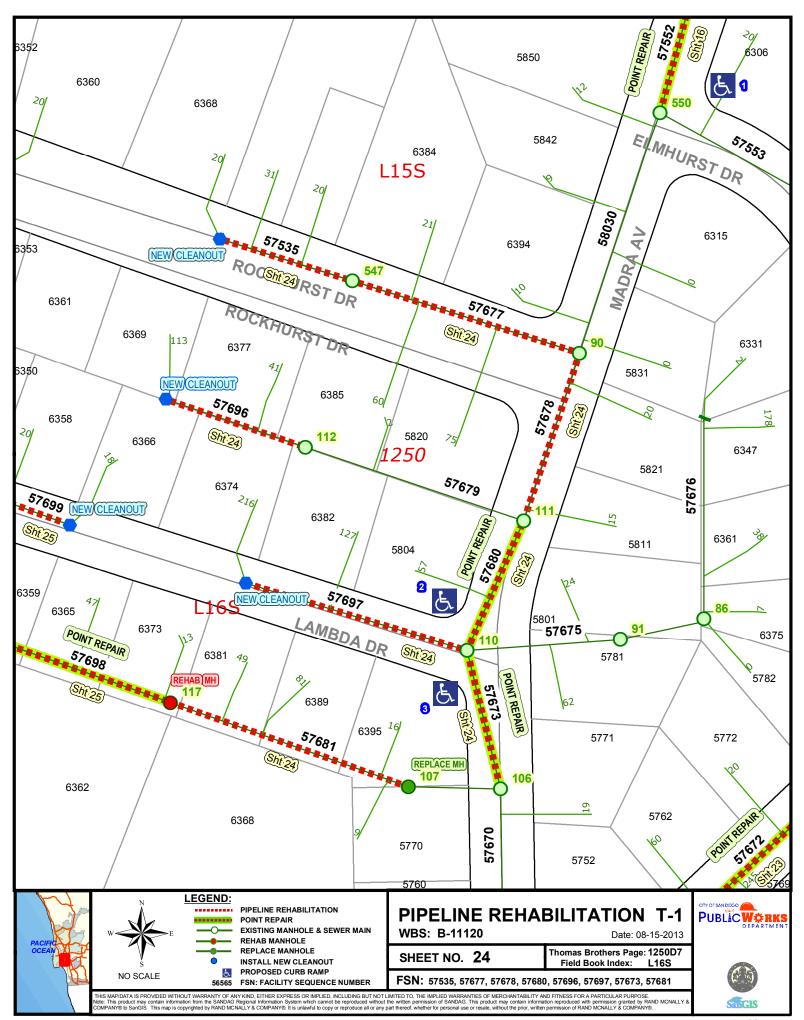


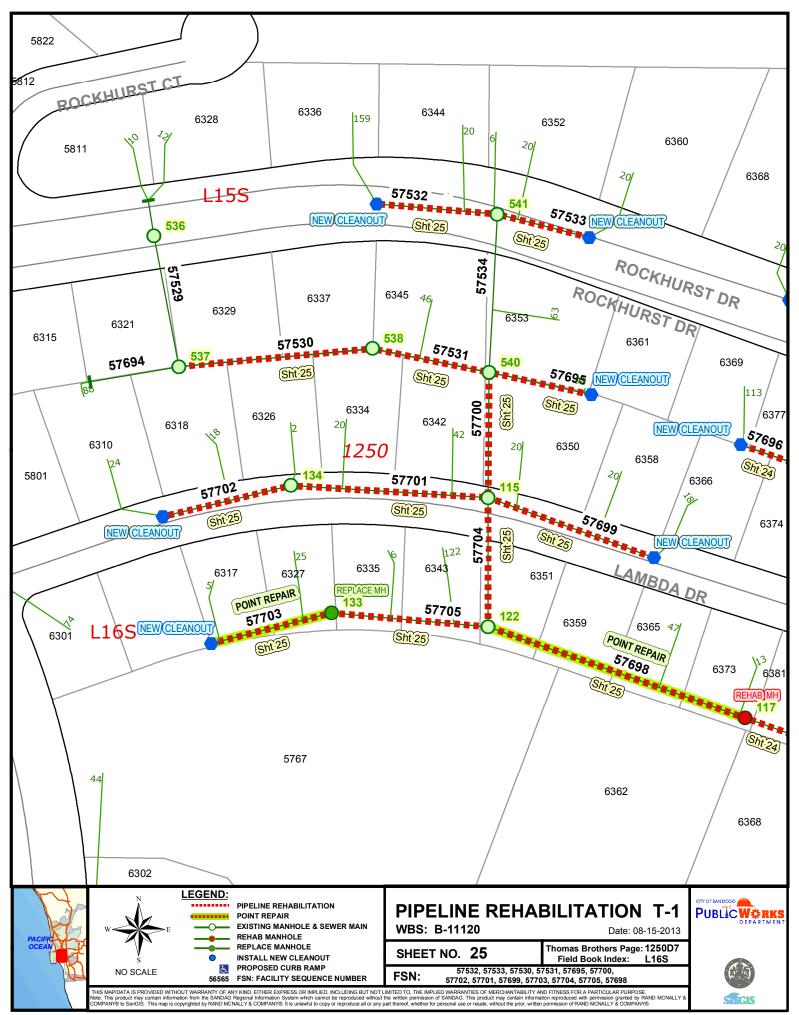


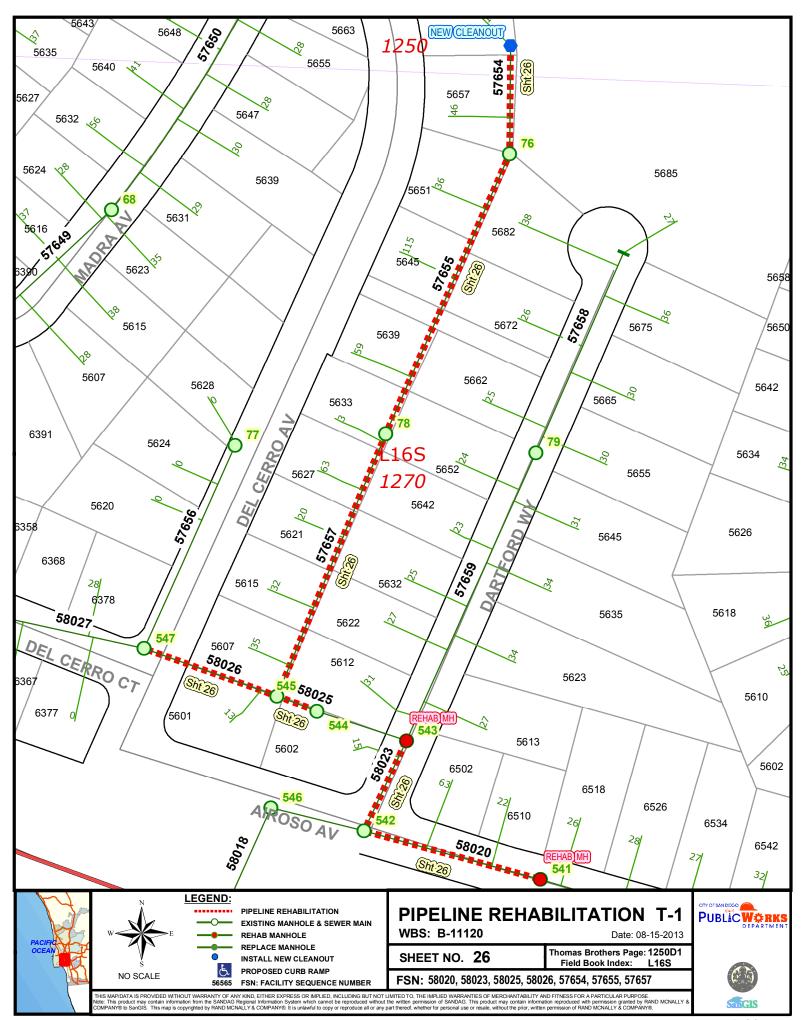












					CL	JRB I	RAM	P NC	OTES	TABLE
					Sc	~	DO MAT	CATED ME ERIAL		
SHEET NO.	LOCATION F	RAMP TYPE	NEW	REPLACEMENT	HISTORIC STAMPS	SURVEY MARKER	STAINLESS STEEL	отнек	CONSTRAINT	COMMENTS/MODIFICATIONS
16	1	C2		√			Ų,			
24	2	C2		٧	٧					
24	3	C2		٧	٧					
23	4	В	٧							
23	5	В	٧							
23	6	В	٧							
23	7	В	٧							
23	8	В	٧							
23	9	В	٧							
23	10	В	٧							
23	11	В	٧							



PIPELINE REHABILITATION T-1

WBS: B-11120 08.15.2013

CURB RAMP LOCATION

SHEET NO. 27

APPENDIX G

SAMPLE DOOR HANGER



CONSTRUCTION NOTICE

PROJECT NAME

The work will consist of:

Edit this information: The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

PROJECT NAME

How your neighborhood may be impacted:

- Edit this information: Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- Edit this information: The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in and is anticipated to be complete in _____.

Hours and Days of Operation

• Edit this information: Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207 Email: engineering@sandiego.gov Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.

The work will consist of:

 Edit this information: The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- Edit this information: Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

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For questions related to this work

Call: (619) 533-4207
Email: engineering@sandiego.gov
Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.

C

ATTACHMENT F

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City of San Diego

CITY CONTACT: Damian Singleton, Contract Specialist, Email: dsingleton@sandiego.gov.

Phone No. (619) 533-3482, Fax No. (619) 533-3633



ADDENDUM "A"

FOR

PIPELINE REHABILITATION T-1

BID NO.:	K-14-5766-DBB-3
SAP NO. (WBS/IO/CC):	B-11120
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	7
PROJECT TYPE:	JA

BID DUE DATE:

2:00 PM MAY 27, 2014 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

S-13-14

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. VOLUME 1

- 1. To the Notice Inviting Bids, pages 5 through 16, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 16 of this Addendum.
- 2. To ATTACHMENT D, CLEAN WATER STATE REVOLVING FUND (CWSRF) FUNDING AGENCY PROVISIONS, Item 9, WAGE RATES, pages 44 through 70, **DELETE** in their entirety and **SUBSTITUTE** with pages 17 of 48 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: May 13, 2014

San Diego, California

JN/BD/ls

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **PIPELINE REHABILITATION T-1** (Project).
- **2. SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
- 3. 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.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- **4.1.** The City affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.
- **4.2.** 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.
- **4.3.** 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.
- **4.4.** 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.

- **4.5. 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:
- 4.6. California State Water Resources Control Board Clean Water State Revolving Fund (CWSRF):

		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.

- **4.7.** Bid will be declared **non-responsive** if the Bidder fails any of the following conditions:
 - 1. Attending the Pre-Bid Meeting.
 - 2. Bidder's submission of GFE documentation demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.
- **4.8.** For additional Equal Opportunity Contracting Program requirements, see Attachment C.
- **4.9.** For additional Funding Agency Equal Opportunity Contracting Program requirements, and provisions, see Attachment D.

5. PRE-BID MEETING:

- **5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M.**, on **MAY 6th**, **2014.**
- **5.2.** The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend. Bid will be declared non-responsive if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the

May 13, 2014 ADDENDUM "A" Page 5 of 48

representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.

5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

https://pro.prismcompliance.com/default.aspx.

- **6.2.** 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.
- 7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- **8. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract. Refer to Attachment D Funding Agency Provisions.

9. INSURANCE REQUIREMENTS:

- **9.1.** 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.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed

May 13, 2014 ADDENDUM "A" Page 6 of 48

non-responsive and ineligible for award. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/cip/bidopps/prequalification.shtml

- The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 dstucky@sandiego.gov.
- 11. **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")	2012	PITS070112-01	
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02	
City of San Diego Standard Drawings*	2012	PITS070112-03	
Caltrans Standard Specifications	2010	PITS070112-04	
Caltrans Standard Plans	2010	PITS070112-05	
California MUTCD	2012	PITS070112-06	
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies	
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023	
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml			

12. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

May 13, 2014 ADDENDUM "A" Page 7 of 48

- 13. 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.
- **14. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** 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.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid non-responsive and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

19. SUBMISSION OF QUESTIONS:

19.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group 1010 Second Avenue, 14th Floor San Diego, California, 92101

Attention: [Contract Specialist listed on the front cover hereof

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- **19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- **20. ELIGIBLE BIDDERS:** 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.
- 21. 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 with the Notice Inviting Bids and Contract forms.
- **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - **22.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **22.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

May 13, 2014 ADDENDUM "A" Page 9 of 48

22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 23.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- **23.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- **23.3.** A Bid received without the specified bid security will be rejected as being non-responsive.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **24.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **24.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **24.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- **24.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as

- non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **24.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **24.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **24.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- **25.1.** The Bid opening by the City 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 public announcement will be posted in the City's web page http://www.sandiego.gov/cip/index.shtml, with the name of the newly designated Apparent Low Bidder.
- **25.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

- **26.1.** 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.
- **26.2.** 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.
- **26.3.** 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.

May 13, 2014 ADDENDUM "A" Page 11 of 48

- **26.4.** 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.
- **26.5.** 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. 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.
- 27. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **28.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **28.5.** 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.
 - **28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

28.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- **29.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as non-responsive.
- **29.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

30. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

31. REQUIRED DOCUMENT SCHEDULE:

- **31.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **31.2.** 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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Lobby Prohibition, Certification and Disclosure
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Instructions for Completion of SF- LLL, Disclosure of Lobbying Activities
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Disclosure of Lobbying Activities
9.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
10.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
11.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	EPA FORM 6100-3 – DBE Subcontractor Performance Form
12.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	EPA FORM 6100-4 – DBE Subcontractor Utilization Form
13.	WITHIN 4 WORKING DAYS OF BID OPENING	ALL BIDDERS	Federal Good Faith Efforts Documentation
14.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
15.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA61 – List of Work Made Available

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
16.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 1 - Good Faith Effort List of Subcontractors Solicited
17.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 2 - Good Faith Effort Bids Received List
18.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 3 - DBE Contractor Certification
19.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 4 - Prime Contractor/Recipient Selected DBEs
20.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	CWSRF Form 5: - Summary of Bids Received from Subcontractors
21.	WITHIN 5 WORKING DAYS OF THE BID OPENING DATE	THREE APPARENT LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Section 500
22.	WITHIN 5 WORKING DAYS OF THE BID OPENING DATE	Three apparent low bidders	Manufacturer Certification per Section 500-1.1.2.1
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
24.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
25.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
26.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
27.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
28.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
29.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug- Free Workplace
30.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
31.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

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

General Decision Number: CA140001 05/09/2014 CA1

Superseded General Decision Number: CA20130001

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)

Modification	Number	Publication Date
0	01/0	03/2014
1	01/1	0/2014
2	01/2	24/2014
3	02/2	21/2014
4	05/0	09/2014

ASBE0005-002 07/01/2013

Rates	Fringes		
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	16.09	18.55	
ASBE0005-004 06/24/2013			
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)\$	5 16.95	10.23	
BOIL0092-003 10/01/2012			
Rates	Fringes		
BOILERMAKER	\$ 41.17	28.27	
* BRCA0004-008 05/01/2014			
Rates	Fringes		
BRICKLAYER; MARBLE SET	TTER\$ 3	34.10	15.05

BRCA0018-004 06/01/2012

	Rates			
MARBLE FINISHE TILE FINISHER TILE LAYER				
BRCA0018-010 09/	/01/2011			
	Rates	Fringes		
TERRAZZO FINISI TERRAZZO WORK				10.46
CARP0409-002 07/	01/2008			
	Rates	Fringes		
(1) Wet	\$ 331.8 \$ 323.8 der\$ 29	84 9. 84 9.8 99.84	82	
Amounts in "Rates' of	column are	per day		
CARP0409-008 08/	01/2010			
	Rates	Fringes		
Modular Furniture In	nstaller\$	5 17.00	7.41	
CARP0547-001 07/	01/2009			
	Rates	Fringes		
CARPENTER (1) Bridge	Building\$ Shway\$ Carpenter\$ er\$ 18.	\$ 32.30 5 37.15 25.84 00 8 37.65	10.58 10.58 10.58 10.58 10.58 10.58	

CARP0547-002 07/01/2009

	Rates	Fringes		
Drywall (1) Work on woo construction of si family residences apartments or conunder four stories Drywall Installer Drywall Stocker	ingle s, ndominiums s r/Lather\$	21.00	8.58 6.67	
	Rates	Fringes		
(2) All other wor Drywall Installer Drywall Stocker	r/Lather\$		9.58 6.67	
ELEC0569-001 06/	03/2013			
	Rates	Fringes		
Electricians (Tunnel Cable Splicer Electricians: (All Ot Work, Including 4 S Residential) Cable Splicer Electrician	\$ 43.7 \$ 43.03 her tories	3%+1	11.87	
		3%+1	1.8/	
ELEC0569-005 12/	01/2013			
	Rates	Fringes		
Sound & Communications				

Sound Technician......\$ 27.87 3%+10.81 Soundman.....\$ 22.30 3%+9.17

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

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed

May 13, 2014 ADDENDUM "A" Page 20 of 48

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

ELEC0569-006 10/17/2013

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......\$ 28.00 3%+7.42 Utility Technician #2......\$ 23.15 3%+7.42

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 06/03/2013

Rates Fringes ELECTRICIAN (Residential, 1-3 Stories).....\$ 22.37 3% + 3.30ELEC1245-001 06/01/2013 Fringes Rates LINE CONSTRUCTION 15.00 (1) Lineman; Cable splicer..\$ 50.30 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)......\$ 40.17 14.56 (3) Groundman.....\$ 30.73 13.48 Fringes Rates (4) Powderman.....\$ 44.91 13.48 HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day ELEV0018-001 01/01/2014 Fringes Rates ELEVATOR MECHANIC.....\$ 49.03 26.785 FOOTNOTE: PAID VACATION: Employer contributes 8% of regular hourly

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

OPERATOR: Power Equipment

Rates	Fringes

OI LIMITOR. TOWC	Lquipinent	
(All Other Work)		
GROUP 1	\$ 38.20	21.10
GROUP 2		21.10
GROUP 3		21.10
GROUP 4		21.10
GROUP 5		21.10
GROUP 6		21.10
GROUP 8		21.10
GROUP 9		21.10
GROUP 10		21.10
GROUP 11		21.10
GROUP 12		21.10
GROUP 13		21.10
GROUP 14		21.10
GROUP 15		21.10
GROUP 16		21.10
GROUP 17		21.10
GROUP 18		21.10
GROUP 19		
GROUP 20		21.10
GROUP 21		21.10
GROUP 22		21.10
GROUP 23		21.10
GROUP 24		21.10
GROUP 25		21.10
OPERATOR: Power		21.10
(Cranes, Piledriving		
Hoisting)	a	
GROUP 1	\$ 39 55	21.10
GROOT T	φ 37.33	21.10
	Rates Fring	ges
GROUP 2		
GROUP 3	\$ 40.62	21.10
GROUP 4		21.10
GROUP 5		21.10
GROUP 6		21.10
GROUP 7		21.10
GROUP 8		21.10
GROUP 9		21.10
GROUP 10		21.10
GROUP 11		21.10
GROUP 12		21.10
01(001 12	Ψ 11.55	21.10

	Rates	Fringes	
GROUP 13	\$ 45	5.55	21.10
OPERATOR: Pov	wer Equipme	nt	
(Tunnel Work)			
GROUP 1	\$ 40.	.05	21.10
GROUP 2	\$ 40.	.83	21.10
GROUP 3	\$ 41.	.12	21.10
GROUP 4	\$ 41.	.26	21.10
GROUP 5	\$ 41.	.48	21.10
GROUP 6	\$ 41.	.59	21.10
GROUP 7	\$ 41.	.71	21.10

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PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the followng 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 vd.), 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); Selfpropelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner

attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

GROUP 12: Auto grader operator; Automatic slip form operator;

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

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

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

GROUP 15: Rubber-tired earth-moving equipment operator,

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

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

GROUP 17: Rubber-tired earth-moving equipment operator,

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

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

GROUP 19: Rotex concrete belt operator (or similar types);

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

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

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

GROUP 21: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist

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

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

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

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

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

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,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 whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the

California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/05/2013

Rates Fringes

OPERATOR: Power Equipment (DREDGING)

(1) Leverman	\$ 47.70	21.20	
(2) Dredge dozer	\$ 41.73	21.20	
(3) Deckmate	\$ 41.62	21.20	
(4) Winch operator	r (stern		
winch on dredge)	\$ 41.07	21.20	
(5) Fireman-Oiler,			
Deckhand, Bargen	nan,		
Leveehand	\$ 40.53	21.20	
(6) Barge Mate	\$ 41.14	21.20	

IRON0377-002 07/01/2013

Rates Fringes

Ironworkers:

Fence Erector......\$ 26.58

Rates Fringes Ornamental, Reinforcing

and Structural.....\$ 33.00 26.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2013

Rates Fringes

LABORER (BUILDING and all

other Residential

Construction)

Group 1	\$ 26.98	15.42
-	\$ 27.66	15.42
Group 3		15.42
Group 4		15.42
-	\$ 31.10	15.42

LABORER (RESIDENTIAL

CONSTRUCTION - See definition

below)

- (1) Laborer.....\$ 24.88 13.75
- (2) Cleanup, Landscape,

Fencing (Chain Link & Wood).\$ 23.59 13.75

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominums - 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

May 13, 2014 ADDENDUM "A" Page 35 of 48

public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not

separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and

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

GROUP 5: Blasters Powderman-All work of loading holes,

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

LABO0089-002 11/01/2012

Rates Fringes

LABORER (MASON TENDER)......\$ 27.98 13.39

May 13, 2014 ADDENDUM "A" Page 37 of 48

LABO0089-004 07/01/2013

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1	\$ 26.98	15.42
Group 2	\$ 27.66	15.42
Group 3	\$ 28.37	15.42
	Rates	Fringes
Group 4	\$ 29.17	15.42
Group 5	\$ 31.10	15.42

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/'2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt,

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

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

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

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

LABO0300-005 01/01/2014

Rates Fringes

Asbestos Removal Laborer.....\$ 28.00 15.25

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.

LABO1184-001 07/01/2013

Fringes Rates

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

DIRECTIONAL DIVILL	mvo)	
(1) Drilling Crew Lal	borer\$ 30.11	11.83
(2) Vehicle Operator	/Hauler.\$ 30.2	11.83
(3) Horizontal Direct	ional	
Drill Operator	\$ 32.13	11.83
(4) Electronic Tracki	ng	
Locator	\$ 34.13	11.83
Laborers: (STRIPING/S	LURRY	
SEAL)		
GROUP 1	\$ 31.06	14.53
GROUP 2	\$ 32.36	14.53
GROUP 3	\$ 34.37	14.53
GROUP 4	\$ 36.11	14.53

May 13, 2014 ADDENDUM "A" Page 40 of 48

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and

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

GROUP 4: Striper: layout and application of traffic stripes

and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/07/2013

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 27.45 16.36 PLASTER TENDER.....\$ 30.00 16.36

May 13, 2014 ADDENDUM "A" Page 41 of 48

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

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

.....

PAIN0036-001 01/01/2014

Rates Fringes

Painters: (Including Lead

Abatement)

(1) Repaint (excludes San

Diego County)......\$ 26.49 11.73 (2) All Other Work......\$ 29.82 11.73

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 01/01/2014

Rates Fringes

DRYWALL FINISHER/TAPER

(1) Building & Heavy

Construction.....\$ 25.69 13.79

(2) Residential

Construction (Wood frame apartments, single family homes and multi-duplexes

up to and including four

stories).....\$ 21.00 13.41

PAIN0036-012 10/01/2013

Rates Fringes

GLAZIER.....\$ 38.80 17.25

May 13, 2014 ADDENDUM "A" Page 42 of 48

PAIN0036-019 07/01/2013

Rates Fringes SOFT FLOOR LAYER.....\$ 26.77 12.50 -----PLAS0200-005 08/07/2013 Rates Fringes PLASTERER.....\$ 36.11 13.13 NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour. PLAS0500-001 07/01/2013 Rates Fringes CEMENT MASON/CONCRETE FINISHER GROUP 1.....\$ 26.47 13.35 GROUP 2.....\$ 28.12 13.35 GROUP 3.....\$ 30.75 13.95 CEMENT MASONS - work inside the building line, meeting the following criteria: GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less. GROUP 2: Work classified as type I and II construction GROUP 3: All other work PLUM0016-006 07/01/2013 Fringes Rates PLUMBER, PIPEFITTER, **STEAMFITTER** Camp Pendleton.....\$ 48.10 20.16 Plumber and Pipefitter All other work except

May 13, 2014 ADDENDUM "A" Page 43 of 48

work on new additions and

remodeling of barestaurant, stores commercial build to exceed 5,000 s of floor space and on strip malls, lig commercial, tena improvement and work	and dings not sq. ft. d work ght ant d remodel\$ 43.60 new addition f ings,	20. ns	16
bars, restaurants, stores not to exce	ed 5,000	26	19.18
sq. ft. of floor spa Work ONLY on s	strip malls,	20	19.18
light commercial, improvement and work	remodel	17.	.51
PLUM0016-011 07/	/01/2013		
	Rates	Fringes	
PLUMBER/PIPEFIT Residential		5 1	6.08
PLUM0345-001 01/	/01/2014		
	Rates	Fringes	
PLUMBER Landscape/Irrigat Sewer & Storm D			19.55 17.23
ROOF0045-001 07/	01/2012		
	Rates	Fringes	
ROOFER	\$ 25.0	08	7.28
SFCA0669-001 07/0	01/2013		
	Rates	Fringes	
SPRINKLER FITTE	ER	\$ 34.86	18.66

May 13, 2014 Pipeline Rehabilitation T-1 ADDENDUM "A" Page 44 of 48 -----

SHEE0206-001 01/01/2012

Rates Fringes

SHEET METAL WORKER

Camp Pendleton\$ 35.05	19.23
Except Camp Pendleton\$ 33.05	19.23
Sheet Metal Technician\$ 25.22	6.69

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

TEAM0036-001 07/01/2012

Rates Fringes

Truck drivers:

GROUP 1	\$ 15.40	20.50
GROUP 2	\$ 24.99	20.50
GROUP 3	\$ 25.19	20.50
GROUP 4	\$ 25.39	20.50
GROUP 5	\$ 25.59	20.50
GROUP 6	\$ 26.09	20.50
GROUP 7	\$ 27.59	20.50

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

May 13, 2014 ADDENDUM "A" Page 45 of 48

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

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

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

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

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

	· · · · · ·		

GROUP 7: Repairman

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION



THE CITY OF SAN DIEGO

Public Works Contracting Group Contracting Division 1010 Second Avenue, Suite 1400 San Diego, CA 92101 (619) 533-3633

FAX TRANSMITTAL

Date: June 2, 2014

The following pages are intended for:

To:

Estimator

From:

Toni Thompson

Company:

Southwest Pipeline

Division:

Contracting Division

FAX#

310-329-0981

FAX #

619-533-3633

Phone#

310-329-8717

Phone#

619-533-3435

RE: Bid # K-14-5766-DBB-3 Pipeline Rehabilitation T-1

COMMENTS: In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$2,086,414.20 NOT \$1,931,414.20 as per your bid. Please FAX acknowledgement/concurrence of the correct amount, by 2:00pm today.

If there are any problems with receiving this FAX transmission (such as missing pages), please contact the Sender at the "From" phone number given above.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIOUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED. CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW, RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

If the render of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and round the original message to us at the shove address via the U.S. Postal Service.

Southwest Pipeline and Trenchless, Corp. 22118 S. Vermont Ave. Torrance, CA 90502

Office: (310) 329-8717	Fax: (310) 329-0981
	Pages (incl. cover): _5
	Hard Copy to Follow: Yes
Facsimile Cover Sheet	No
	Upon Request
	·
To: Toni Thompson	
Company: Contracting Division	Fax#: 619-533-3633
	70.001440
From: Rob Bolger	Date:10/31/13
Subject: K-14-5766-DBB-3	
Comments/Notes:	
Please see attached regarding our acknow	ledgment of corrected bid total.
Thank you,	
Rob	

SOUTHWEST PIPELINE AND TRENCHLESS CORP.

22118 S. Vermont Ave. Torrance, CA 90502 License# A773862

PH (310)329-8717

F (310)329-0981

6/2/14

City of San Diego Purchasing and Contracting 1010 Second Ave. 14th Floor San Diego, CA 92101

RE: Project K-14-5766-DBB-3, Pipeline Rehab T-1

Subject: Base Bid Correction

Dear Contracting Division,

We are in receipt of the attached fax regarding the corrected estimated base bid total. We acknowledge the new Total and agree to perform the work for this adjusted base bid total.

If you have any questions please contact Rob at (310)329-8717.

Thank you,

Rob Bolger

TRANSACTION REPORT

JUN/02/2014/MON 02:44 PM

FAX(RX)

#	DATE	START T.	SENDER	COM.TIME	PAGE	TYPE/NOTE	FILE
	JUN/02	02:42PM	ECM	0:01:50	6	OK ECM	7299

PROPOSAL (BID)

The Bidder agrees to the construction of PIPELINE REHABILITATION T-1, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
	BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$15,000.00	
2	1	.EA	541214	3-3.2.2.1	Certified Payroll	\$ 1.00	\$ 1.00	
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$ 500.00	
4	1	LS	541330	7-10.2.6	Traffic Control Design		\$2,000,00	
5	1	LS	237310	7-10.2.6	Traffic Control		\$ 5,000,00	
6	l	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$5,000.00	
7	1	LS	237110	9-3.4.1	Mobilization		\$ 10,000,00	
8	1.	AL		9-3.5	Field Orders - Type II		\$125,000.00	
9	30	TON	237310	302-3.2	Asphalt Pavement Repair	\$ 10.00	\$ 300.00	
10	25000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$.60	\$ 15,000,00	
11	200	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	2 8 00	\$ 1,600,00	
12	120	SF	237310	302-6.8	Concrete Pavement Replacement	\$ 25.00	s 3,000, ∞	
13	320	LB	237310	302-14.5	Crack Seal	5 2. D	\$ 640.00	
	L					30.00	9,600,00	

Pipeline Rehabilitation T-1 Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

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BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	75	LF	237310	303-5.9	Additional Curb and Gutter	\$ 35,00	\$ 2,625.00
15	235	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$ 8.00	\$ 1,880.00
16	2	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 400.00	\$ 800.00
17	8	EA	237310	303-5,10.2	Curb Ramp Type B with Detectable Warning Tiles	\$ 2,300.00	s 18,400.00
18	3	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$ 2,300.00	\$ 6,900,00
19	1	LS	237110	306-1.1.6	Trench Sharing		\$3,500,00
20	40	CY	237110	306-1.2.1.1	Additional Bedding	\$ 32.00	\$ 1,280.00
21	50	TON	237310	306-1.5.1	Temporary Resurfacing	\$ /.00	\$ 50.00
22	100	TON	237110	306-1.6	Imported Backfill	\$ //.00	\$ 1,100.00
23	36	EA	237110	306-1.6	Sewer Main Cleanout	\$ 4,350,00	\$/56,600.00
24	5	EA	237110	306-1.8.6	Manholes (3' x4')	\$6,500,00	\$32,500,00
25	25,076	LF	237110	306-9.7	Video Inspecting Sewer Mains for Acceptance	\$,80	\$ 20,060.80
26	292	EA	237110	306-9.7	Video Inspecting Sewer Laterals for Acceptance	\$ 1.00	\$ 292.00
27	25,076	LF	237110	306-9.7	Cleaning and Video Inspecting Sewer Mains	\$ 1.15	\$28,837.40
28	292	EA	237110	306-9.7	Cleaning and Video Inspecting Sewer Laterals	\$ 96.00	\$ 28,032.00
29	25,076	LF	2371(0	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$ 31.00	\$777,356.00
30	20	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main	\$6,450,00	\$ 129,000.00
31	80	LF	237110	500-1.2.7	Additional Point Repair for Existing 8 -Inch Sewer Main	\$ 80.00	\$ 129,000.00 \$ 6,400.03

Service Lateral Connection

Point Repair for Sewer Lateral

Rehabilitate Existing Manhole

Monitoring and Reporting

Noise Measure-Type II

Biologist

Sewer Lateral Lining

Description

Water Pollution Control Program Development

Water Pollution Control Program Implementation

Sewage Bypass and Pumping Plan (Diversion Plan)

Extension

\$ 335,800,00

\$ 262,800.00

Unit Price

\$1,150.06

\$ 1,800.00

7 (31) 1(1.9)

TOTAL BID PRICE FOR BID (Items 1 through 41 inclusive) amount written in words:

Payment

Reference

500-1.6.6

500-1.6.6

500-1.2.7

500-2.10.2

701-13.9.5

701-13.9.5

704-4

2-6

2-6

2-6

NAICS

237110

237110

237110

237110

541330

541330

237990

237110

541330

541330

One Million Nine Hundred Thirty One Thousand Four Hundred Fourteen Dollars and Twenty Cents

The Bid shall contain an acknowledgment of receipt of all addends, the numbers of which shall be filled in on the Bid form. If an addendum or addends has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive. The following addenda have been received and are acknowledged in this bid: A

2V

Item

32

33

34

35

36

37

38

39

40

41

Quantity

292

146

10

14

1

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TRANSACTION REPORT

JUN/02/2014/MON 01:30 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JUN/02	01:29PM	913103290981	0:01:11	4	MEMORY OK SG3	7298



Public Works Contracting Group Contracting Division 1010 Second Avenue, Suite 1400 San Diego, CA 92101 (619) 533-3633

THE CITY OF SAN DIEGO

FAX TRANSMITTAL

Date: June 2, 2014

The following pages are intended for:

To:

Estimator

From:

Toni Thompson

Company:

Southwest Pipeline

Division:

Contracting Division

FAX#

310-329-0981

FAX#

619-533-3633

Phone #

310-329-8717

Phone #

619-533-3435

RE: Bid # K-14-5766-DBB-3 Pipeline Rehabilitation T-1

COMMENTS: In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$2,086,414.20 NOT \$1,931,414.20 as per your bid. Please FAX acknowledgement/concurrence of the correct amount, by 2:00pm today.

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PROPOSAL (BID)

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8	1	AL		9-3.5	Field Orders - Type II		\$125,000.00
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Pipeline Rehabilitation T-1 Proposal (BID)

Volume 2 of 2 (Rev. Apr. 2014)

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BIDDING DOCUMENTS

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18	3	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$ 2,300.00	\$ 6,900,00
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20	40	CY	237110	306-1.2.1.1	Additional Bedding	\$ 32.00	\$ 1,280.00
21	50	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 1.00	\$ 50.00
22	100	TON	237110	306-1.6	Imported Backfill	\$ //.00	\$ 1,100.00
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27	25,076	LF	237110	306-9.7	Cleaning and Video Inspecting Sewer Mains	\$ 1.15	\$28,837.40
28	292	EA	237110	306-9.7	Cleaning and Video Inspecting Sewer Laterals	\$ 96.00	\$ 28,032.00
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31	80	LF	237110	500-1.2.7	Additional Point Repair for Existing 8 -Inch Sewer Main	\$ 80.00	\$6,400.00

Pipeline Rehabilitation T-1 Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
32	292	° EA	237110	500-1.6.6	Service Lateral Connection	\$1,150.00	\$ 335,800,00
33	146	EA	237110	500-1.6.6	Sewer Lateral Lining	\$ 1,800.00	\$ 262,800.00
34	10	EA	237110	500-1.2.7	Point Repair for Sewer Lateral	\$ 2,900.00	\$ 29,000,00
35	14	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 1,300.00	\$ 18,200,00
36	1	LS	541330	2-6	Monitoring and Reporting		\$ 1,000,00
37	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 500,00
38	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$ /,000.00
39	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$ 4,500.00
40	1	AL	541330	2-6	Noise Measure-Type II		\$25,000.00
41	1	LS	541330	2-6	Biologist		\$ 1,000.00
					TOCOTTO A CONTRACTOR OF	OCCAL DACE DID	0192444

ESTIMATED TOTAL BASE BID:

84931,414.00

TOTAL BID PRICE FOR BID (Items 1 through 41 inclusive) amount written in words:

One Million Nine Hundred Thirty One Thousand Four Hundred Fourteen Dollars and Twenty Cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A

2086414.20



City of San Diego

CONTRACTOR'S NAME: Southwest Pipeline & Trenchless Corp.

ADDRESS: 22118 S. Vermont Ave., Torrance CA 90502

TELEPHONE NO.: 310.329.8717 FAX NO.: 310.329.0981

CITY CONTACT: Damian Singleton, Contract Specialist, Email: dsingleton@sandiego.gov.
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ROwen / AReyes / Is

CONTRACT DOCUMENTS

FOR



PIPELINE REHABILITATION T-1

VOLUME 2 OF 2

BID NO.:	K-14-5766-DBB-3	
SAP NO. (WBS/IO/CC):	B-11120	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	7	
PROJECT TYPE:	JA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- > FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- ▶ PREVAILING WAGE RATES: STATE

 FEDERAL
- > THIS IS A CWSRF FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME I COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

l.	Bid/Proposal	3
2.	Bid Bond	6
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4.	Contractors Certification of Pending Actions	8
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Lobby Prohibition, Certification and Disclosure	10
7.	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities	.11
8.	Disclosure of Lobbying Activities	12
	Proposal (Bid)	
10.	Form AA35 - List of Subcontractors	. 19
11.	Form AA40 - Named Equipment/Material Supplier List	. 20
12.	EPA FORM 6100-3 – DBE Subcontractor Performance Form	21
13	EPA FORM 6100-4 – DBE Subcontractor Utilization Form	23

PROPOSAL

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	N/A		
(2) Signature (Given and surname) of proprietor			
(3) Place of Business (Street & Number)			
(4) City and State		Zip Code	
(5) Telephone No.	Facsimile No		
(6) Email Address			
IF A PARTNERSHIP, SIGN HERE:			
(1) Name under which business is conducted	N/A		

		BIDDING	DOCUMENTS	
(2)	Name of each me (limited):			each partner, general or special
(3)	Signature (Note:	Signature must be made	by a general partne	r)
	Full Name and C	haracter of partner		
				Zip Code
				No
	ORPORATION,	SIGN HERE:		
		ch business is conducted		ne & Trenchless Corp.
(2)		fficial title of officer auth	norized to sign for th	ne corporation:
		(Signature)		-
		Justin Duchaineau		-
		(Printed Name) President		
		(Title of Officer)		-
				(Impress Corporate Seal Here)

California

Torrance, California

22118 S. Vermont Ave.

_ Facsimile No. __

Zip Code_

Pipeline Rehabilitation T-1 Bid / Proposal Volume 2 of 2 (Rev. Apr. 2014)

(5) City and State ____

(3) Incorporated under the laws of the State of _

(7) Email Address _____justin@swpipeline.com

(4) Place of Business (Street & Number)_

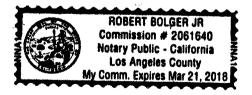
(6) Telephone No. 310.329.8717

BIDDING DOCUMENTS

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

Contractor's license for the following classification(s) to perform the work described in these specifications: LICENSE CLASSIFICATION A EXPIRES _____ January 31 . LICENSE NO. 773862 This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened. TAX IDENTIFICATION NUMBER (TIN): _____ justin@swpipeline.com Email Address: THIS PROPOSAL MUST BE NOTARIZED BELOW: I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, elassification and expiration date are true and correct. Signature SUBSCRIBED AND SWORN TO BEFORE ME, THIS 25th DAY OF May Notary Public in and for the County of Los Angeles , State of California



(NOTARIAL SEALS)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,	
That _ Southwest Pipeline and Trenchless Corp.	as Principal, and
Liberty Mutual Insurance Company	as Surety, are
held and firmly bound unto The City of San Diego here OF THE TOTAL BID AMOUNT for the payment of bind ourselves, our heirs, executors, administrators, s firmly by these presents.	einafter called "OWNER," in the sum of 10% of which sum, well and truly to be made, we
WHEREAS, said Principal has submitted a Bid to sa under the bidding schedule(s) of the OWNER's Contrac	
Pipeline Rehabilitation T-1	
NOW THEREFORE, if said Principal is awarded a country and in the manner required in the "Notice Inviting Bids of agreement bound with said Contract Documents, for and furnishes the required Performance Bond and Pay and void, otherwise it shall remain in full force and effect by said OWNER and OWNER prevails, said Surety struck suit, including a reasonable attorney's fee to be fixed.	"enters into a written Agreement on the form arnishes the required certificates of insurance, ment Bond, then this obligation shall be null ect. In the event suit is brought upon this bond hall pay all costs incurred by said OWNER in ed by the court.
SIGNED AND SEALED, this30	day ofApril, 20_14
	By: (Signature) Noemi Quiroz, Attorney-in-Fac
(SEAL AND NOTARIAL ACKNOWLEDGEMENT C	F SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)		
County of Los Angeles) ss)		
to be the person (s) acknowledged to me	<u>iroz</u> , who p whose name (s) is /a that he/ she /they e by his/ her /their sign	roved to me on the are subscribed to executed the same ature (s) on the ins	n, Notary Public, personally be basis of satisfactory evidence the within instrument and in his/her/their authorized trument the person(s), or the strument.
I certify under PENALTY paragraph is true and co		ne laws of the State	of California that the foregoing
WITNESS my hand and o	fficial seal.		
LISA L. THORNT Commission # 194 Notary Public - Cali Los Angeles Cou My Comm. Expires Jun	ON	ignature:	
(Seal)	3	3 \ 	Thornton, Notary Public

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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Noemi Quiroz
of the city of Los Angeles , state of CA lits true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the

of the city of ____Los following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of San Diego

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

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 18th. day of November, 2013.









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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

SS

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017 By: // Teresa Pastella, Notary Public

Member, Pennsylvania Association of Notaries
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 30th day of April , 2014









By: Gregory W. Davenport, Assistant Secretary

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)			
) ss.			
County of Los Angeles)			
Justin Duchaineau		, being f	irst duly sworn, dep	oses and
says that he or-she isPreside	nt	of the 1	party making the fo	oregoing
bid that the bid is not made in th	e interest of, or o	on behalf of, any undi	sclosed person, par	tnership,
company, association, organizatio	n, or corporation;	that the bid is genuine	e and not collusive	or sham;
that the bidder has not directly or	indirectly induce	d or solicited any other	er bidder to put in a	false or
sham bid, and has not directly or	indirectly collude	d, conspired, connive	d, or agreed with an	ıy bidder
or anyone else to put in a sham bi	d, or that anyone	shall refrain from bid	ding; that the bidde	r has not
in any manner, directly or indir	ectly, sought by	agreement, commun	ication, or conferen	nce with
anyone to fix the bid price of the	bidder or any of	her bidder, or to fix a	ıny overhead, profit	, or cost
element of the bid price, or of tha	t of any other bid	der, or to secure any	advantage against tl	ne public
body awarding the contract of	anyone interested	d in the proposed co	ontract; that all sta	atements
contained in the bid are true; and	further, that the b	oidder has not, directly	or indirectly, subm	nitted his
or her bid price or any breakdow	n thereof, or the	contents thereof, or d	livulged information	1 or data
relative thereto, or paid, and w	ill not pax, any	fee to any corpora	tion, partnership, o	company
association, organization, bid dep	ository, or to any	member or agent ther	eof to effectuate a	collusive
or sham bid.				
Cimala	// ,,,,	+ ()		
Signed		<u> </u>		
Title:	Preside	nt		
ROBERT BOLGER JR				
Commission # 2061640				
Los Angeles County	d d	romania (fila Offic	dan at May	2011
Comm. Expires Mar 21, 2018 Subscribe	and sworn to ber	ore me this <u>25th</u>	day of May	,20 <u>14</u>
		Notary Public		
	· ·	·		
		(SEAL)		

Pipeline Rehabilitation T-1 Non-collusion Affidavit Volume 2 of 2 (Rev. Apr. 2014)

CONTRACTORS 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.

$\overline{\mathsf{X}}$ 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. П The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging

that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
	 		-		
Contractor	Name: So	outhwest Pipeline & Trend	chless Corp.	ł	
Certified B		n Duchaineau		Title _	President
		Name) Date _	5-25-2014
		Signature J SE ADDITIONAL FO I	RMS AS NEC	CESSARY	

Pipeline Rehabilitation T-1 Contractors Certification of Pending Actions Volume 2 of 2 (Rev. Apr. 2014)

CHECK ONE BOX ONLY.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

	COMPANY I	NFORMA	ATION	
Company Name:	Southwest Pipeline & Trenchless Corp.		Contact Name: Justin	Duchaineau
Company Address	³¹ 22118 S. Vermont Ave., Torrance CA 90	502	Contact Phone: 310.3	29.8717
			Contact Email: justin	@swpipeline.com
	CONTRACT I	NFORM.	ATION	
Contract Title: F	Pipeline Rehabilitation T-1		St	art Date:
Contract Number	(if no number, state location): K-14-5766-DB	B-3	Eı	nd Date:
	SUMMARY OF EQUAL BENEFIT	IS ORDI	NANCE REQUIREMENT	S
maintain equal be Contractor sh Benefits in travel/reloc Any benefi Contractor sh enrollment p Contractor sh Contractor sh NOTE: This sun www.sandiego.gov	all allow City access to records, when requested, all submit EBO Certification of Compliance, sign among is provided for convenience. Full text Administration. CONTRACTOR EQUAL BENEFI or firm's compliance status with the EBO. The City	ion of the cost and emploted to the workplate to confirm to de under period the EB	contract. To comply: yees with domestic partners. bereavement, family, parental leaderenvement, family, parental leaderenvementship; or any other benefit ffered to an employee with a domestic and notify employees at times compliance with EBO requirementally of perjury, prior to award to and Rules Implementing the NANCE CERTIFICATION mest supporting documentation.	nve; discounts, child care; nestic partner. e of hire and during open nts. of contract, e EBO are available at
X	I affirm compliance with the EBO because my f ☐ Provides equal benefits to spouses and d ☐ Provides no benefits to spouses or dome ☐ Has no employees. ☐ Has collective bargaining agreement(s) i expired.	omestic par stic partners	tners.	t been renewed or
	I request the City's approval to pay affected emp made a reasonable effort but is not able to provio the availability of a cash equivalent for benefits a every reasonable effort to extend all available be	le equal ben available to nefits to do	nefits upon contract award. I agre spouses but not domestic partner mestic partners.	e to notify employees of rs and to continue to make
It is unlawful for associated with th	any contractor to knowingly submit any false e execution, award, amendment, or administration	information of any con	n to the City regarding equal be tract. [San Diego Municipal Cod	enefits or cash equivalent le §22.4307(a)]
firm understands contract or pay a	perjury under laws of the State of California, I centhe requirements of the Equal Benefits Ordinance cash equivalent if authorized by the City.	rtify the abo	ove information is true and correctorovide and maintain equal bene	ct. I further certify that my fits for the duration of the
	ustin Duchaineau	fins	The same of the sa	5-25-2014
N	ame/Title of Signatory		Signature	Date
	FOR OFFICIAL	CITY US	SE ONLY	
Receipt Date:	EBO Analyst: , \Box Ar	proved	□ Not Approved – Reason:	

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. <u>Certifications must be filed:</u>

- (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;
 - 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. <u>Disclosure Forms-LLL</u> must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:
 - (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
 - (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one
 organizational level below agency name, if known. For example, Department of Transportation, United
 States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Fede a. bid/offer/ap b. initial awar c. post-award	pplication d	3. Report Type: a. initial finding b. material change For Material Change Only year quarter date of last report	
4. Name and Address of Reporting I ☐ Prime ☐ Subawarde Tier		5. If Reporting and Address of I	Entity in No. 4 is a Subawardee, Enter Nan Prime:	
Congressional District, if known:		Congressiona	al District, if known:	
6. Federal Department/Agency:		7. Federal Prog	gram Name/Description:	
		CFDA Number,	, if applicable:	
8. Federal Action Number, if known	n:	9. Award Amount, if known:		
10. a. Name and Address of Lobbyi (if individual, last name, first n	ing Entity name, M) (attach Continuation She	from No. 10a) (last name, first na		
	□ planned	☐ a. retainer ☐ b. one-time lee ☐ c. commission		
12. Form of Payment (check all that a		☐ d. contingent fe☐ e. deferral☐ f. other: specify		
14. Brief Description of Services Pe employee(s), or Member(s), con		it indicated in iter		
15. Continuation Sheet(s) SF-LLLA		Yes No	respury)	
Information requested through this for misauthori 1352. This disclosure of lobbying activities is a upon which reliance was placed by the tier above wor entered into. This disclosure is required pursi information will be reported to the Congress semi for public inspection. Any person who fails to file subject to a civil penalty of not less that \$10,000 a each such failure.	material representation of fact when this transaction was made uant to 31 U.S.C. 1352. This -annually and will be available the required disclosure shall be	Title: Pre	ustin Duchaineau esident 310-329-8717 Date:5-25-2014	
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)	

DISCLOSURE OF LOBBYING ACTIVITIES Approved by CONTINUATION SHEET OMB0348-0046

Reporting Entity: Page of	

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PROPOSAL (BID)

The Bidder agrees to the construction of **PIPELINE REHABILITATION T-1**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
				•			
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$15,000.00
2	1	EA	541214	3-3.2.2.1	Certified Payroll	\$ 1.00	\$ /.00
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$ 500.00
4	1	LS	541330	7-10.2.6	Traffic Control Design		\$2,000.00
5	1	LS	237310	7-10.2.6	Traffic Control		\$ 5,000.00
6	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$5,000.00
7	1	LS	237110	9-3.4.1	Mobilization		\$ 10,000,00
8	1	AL		9-3.5	Field Orders - Type II		\$125,000.00
9	30	TON	237310	302-3.2	Asphalt Pavement Repair	\$ 10.00	\$ 300.00
10	25000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$.60	\$ 15,000.00
11	200	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 8.00	\$ 1,600.00
12	120	SF	237310	302-6.8	Concrete Pavement Replacement	\$ 25.00	\$ 3,000.00
13	320	LB	237310	302-14.5	Crack Seal	\$ 2.00	\$ 640.00
	I				<u> </u>	30.00	9,600.00

Pipeline Rehabilitation T-1 Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

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14 | Page

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	75	LF	237310	303-5.9	Additional Curb and Gutter	\$ 35.00	\$ 2,625.00
15	235	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$ 8.00	\$ 1,880.00
16	2	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 400.00	\$ 800.00
17	8	EA	237310	303-5.10.2	Curb Ramp Type B with Detectable Warning Tiles	\$ 2,300.00	\$ 18,400.00
18	3	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$ 2,300.00	\$ 6,900,00
19	1	LS	237110	306-1.1.6	Trench Shoring		\$3,500,00
20	40	CY	237110	306-1.2.1.1	Additional Bedding	\$ 32.00	\$ 1,280.00
21	50	TON	237310	306-1.5.1	Temporary Resurfacing	\$ /.00	\$ 50.00
22	100	TON	237110	306-1.6	Imported Backfill	\$ //.00	\$ 1,100.00
23	36	EA	237110	306-1.6	Sewer Main Cleanout	\$ 4,350,00	\$156,600.00
24	5	EA	237110	306-1.8.6	Manholes (3' x4')	\$6,500,00	\$32,500,00
25	25,076	LF	237110	306-9.7	Video Inspecting Sewer Mains for Acceptance	\$.80	\$20,060.80
26	292	EA	237110	306-9.7	Video Inspecting Sewer Laterals for Acceptance	\$ 1.00	\$ 292.00
27	25,076	LF	237110	306-9.7	Cleaning and Video Inspecting Sewer Mains	\$ 1.15	\$28,837.40
28°	292	EA	237110	306-9.7	Cleaning and Video Inspecting Sewer Laterals	\$ 96.00	\$ 28,032.00
29	25,076	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$ 31.00	\$777,356.00
30	20	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main	\$6,450.00	\$ 129,000.00
31	80	LF	237110	500-1.2.7	Additional Point Repair for Existing 8 -Inch Sewer Main	\$ 80.00	\$ 6,400.00

Pipeline Rehabilitation T-1 Proposal (BlD) Volume 2 of 2 (Rev. Apr. 2014)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
32	292	ĚΑ	237110	500-1.6.6	Service Lateral Connection	\$ 1,150.00	\$ 335,800,00
33	146	EA	237110	500-1.6.6	Sewer Lateral Lining	\$ 1,800.00	\$ 262,800.00
34	10	EA	237110	500-1.2.7	Point Repair for Sewer Lateral	\$ 2,900.00	\$29,000,00
35	14	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 1,300.00	\$ 18,200,00
36	1	LS	541330	2-6	Monitoring and Reporting		\$ 1,000,00
37	l	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 500,00
38	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$ 1,000,00
39	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$ 4,500.00
40	1	AL	541330	2-6	Noise Measure-Type II		\$25,000.00
41	1	LS	541330	2-6	Biologist		\$ 1,000.00
		-			ESTIMATED T	OTAL BASE BID:	\$1,931,414.2

TOTAL BID PRICE FOR BID (Items 1 through 41 inclusive) amount written in words:

2086414.20

One Million Nine Hundred Thirty One Thousand Four Hundred Fourteen Dollars and Twenty Cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A

Pipeline Rehabilitation T-1 Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

BIDDING DOCUMENTS	
The names of all persons interested in the foregoing proposal as principals are as follows:	
Justin Duchaineau - President	
Robert Bolger - Secretary	
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partner 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 in full. Southwest Pipeline & Trenchless Corp.	
Title: President	
Business Address: 22118 S. Vermont Ave., Torrance CA 90502	
Place of Business: Torrance, California	
Place of Residence: Torrance, California	
Signature:	

Pipeline Rehabilitation T-1 Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

17 | Page

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

Pipeline Rehabilitation T-1 Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that 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 (MUST BE FILLED VOUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: National Conting & Lining Co Address: 26713 Madress Ave City: Mucreta State: CAT Zip: 92562 Phone: 951-471-3388	Constructor	PLEASE TAK Requirement subcontractors li becomes effectiv	Man hole Rehab	\$18,200,00	OBE		
Name:	constructor	AKE NO ant to prolicense license tive Jul	Latera/ Lnanch	\$28,032.00	OPE		
Name: <u>Easy flow</u> Address: <u>13682 Lindamere LN</u> City: <u>Sun Diego</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>901-908-7300</u>	constructor	OTICE ovide numbers y 1, 2014	Lateral Lining	\$109,500.00	SLBE	City	

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):
---	---

	v	• • • • • • • • • • • • • • • • • • • •	•
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 California Public Utilities Commission	CITY CPUC	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles U.S. Small Business Administration	LA
State of California	CA		SBA

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

31.44

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that 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 (MUST BE FILLED \OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZORE, OR SDVOSBO	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Couch & Sons Address: 547 W./40th St City: Cardena State: CA Zip: 90248 Phone:	constructor	PLEASE T/ Requireme subcontractors becomes effect	open-cut	\$ 500,430.00	OBE		
Name:		AKE NO mt to pro license live July					
Name: Address: City: State: Zip: Phone:		OTICE ovide numbers (1, 2014					

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED \OUT)	SUPPLIER (Yes/No)	MANUFACT URER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@
Name:						
Name: Address: City: State: Zip: Phone:						
Name:						

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		

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CAD ₀ GS	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.

EPA United States
Environmental Protection

Subcontractor Name

OMB Control No.: Approved: 2090-0030 08/13/2013

Approval Expires:

08/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DB E ¹ subcontractor's ² description of work to be performed and the price of the work submitted to the prime contractor. An EPA 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 contractors bid or proposal package.

Project Name

Pipeline Rehabilitation T-1

Bid / Proposal No.		Assistance Agreement ID No. (if known) Point of		of Contact	
Address					
Telephone No.			Email Address		
Prime Contractor Name Southwest Pipeline & Tre	nchless (Corp.	Issuing/Funding Entity:		
		.4 .0337 1.03			Price of Work
Contract Item Number			ubmitted to the Prime Contr , Services, Equipment or Su		Submitted to the Prime Contractor
					·
DBE Certified By: DOTOther:		BBA	Meets/exceeds EPA cer YES :NO :		

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

Pipeline Rehabilitation T-1 EPA FORM 6100-3-DBE Subcontractor Performance Form Volume 2 of 2 (Rev. Apr. 2014)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFG 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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

OMB Control No.:

2090-0030

Approved: Approval Expires:

08/13/2013 08/31/2015



Disadvantaged Business Enterprise (DBE) Program 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 of that in the event of a replacement of a subcontractor, will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
ut 0)	Justin Duchaineau
Title	Date
President	5-25-2014

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping 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. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OMB Control No.: Approved:

2090-0030

Approval Expires:

08/13/2013 08/31/2015



Disadvantaged Business Enterprise (DBE) Program Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE1 subcontractors 2 and the estimate dollar amount of each subcontract. An EPA 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		Pro	ject Name	
Southwest Pipeline &	Trenchles	s Corp. Pip	eline Rehabilitation	T-1
Bid / Proposal No.		Assistance Agreement I	D No. (if known)	Point of Contact
K-14-5766-DBB-3		n/a		Justin Duchaineau
Address 22118 S. Vermont Ave.	Torrance	CA 90502		
Telephone No.		Ema	nil Address	
310.329.8717		ju	stin@swpipeline.cor	n
Issuing/Funding Entity:		LL		
San	Diego			
I have identified potential DE	ıF			
Certified subcontractors)L)	YE	s	X_ NO
If yes, please complete the tal	ble below.	If no, please explain:	o DBE Subs	were low bid.

Subcontractor Name/ Company Name	Compa	any Address / Phone / E	mail Est. Dollar Amt	Currently DBE Certified?
	Co	ntinue on back if needed	1	

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFG 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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

OMB Control No.:

2090-0030

Approved:

08/13/2013

Approval Expires:

08/31/2015



Disadvantaged Business Enterprise (DBE) Program 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 of 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
1 st	Justin Duchaineau
Title	Date
President	5-25-2014

The public reporting and recordkeeping 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. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)