

City of San Diego

CONTRACTOR'S NAME: Reyes Construction, Inc.

ADDRESS: 1383 S. Signal Drive, Pomona, CA 91766

TELEPHONE NO.: 909-622-2259

FAX NO.:

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@saniego.gov

Phone No. (619) 533-3426

K. Vera / A. Jaro / R. Sigston

BIDDING DOCUMENTS



FOR

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE



BID NO.: K-24-2115-DBB-3-A-C

SAP NO. (WBS/IO/CC): B-18117, B-18118

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: 2

PROJECT TYPE: CA, DA, CC

CASRF #: C-06-8553-110

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (see Instructions to Bidders)
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☒
- APPRENTICESHIP
- THIS IS A CASRF AND EPA FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA AND ENVIRONMENTAL PROTECTION AGENCY UNDER THE FEDERAL WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA).

BID DUE DATE:

2:00 PM

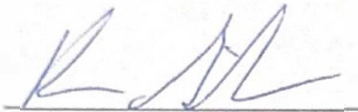
JUNE 26, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps>

ENGINEER OF WORK

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

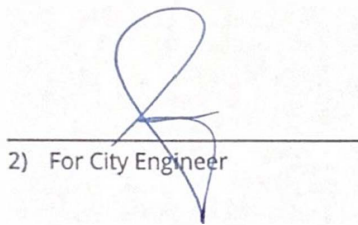


1) Registered Engineer

April 9, 2024

Date

Seal:



2) For City Engineer

4/25/24

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
13.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
14.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
15.	Form UR-334: California State Revolving Funds (CASRF)	Annually. See attachment D requirements.	AWARDED BIDDER
16.	Form 4500-2: DBE Subcontractor Participation Form	See attachment D requirements.	AWARDED BIDDER
17.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> Joint Venture Agreement Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
18.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
19.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
20.	Listing of “Other Than First Tier” Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **South Mission Beach Storm Drain and Green Infrastructure** . For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$41,500,000**.
4. **BID DUE DATE AND TIME ARE: JUNE 26, 2024, at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See Appendix I - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **BUSINESS COOPERATION TAX PROGRAM:**

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

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

8.6. California State Water Resources Control Board - 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.

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

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

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

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

9. NON-MANDATORY PRE-BID MEETING:

9.1. ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on **Thursday May 30, 2024**, at **10:00 AM** (PDT) at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Join the meeting now](#)

Meeting ID: 282 378 631 579

Passcode: foMruK

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

Or call in (audio only)

[+1 945-468-5511](tel:+19454685511), [512312541#](tel:+19454685511) United States, Dallas

[Find a local number](#)

Phone conference ID: 512 312 541#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

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

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

10. AWARD PROCESS:

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

11. SUBMISSION OF QUESTIONS:

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

Rosa Riego at RRiego@sandiego.gov

- 11.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
 - 11.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
 - 11.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
12. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2, "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.2.3 "WORKERS' COMPENSATION INSURANCE" (in Contract document). Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 12.1. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix I.**
13. **ADDITIVE/DEDUCTIVE ALTERNATES:**
- 13.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
 - 13.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 150 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 150 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
 - 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORITION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed

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

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

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

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

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

14. AWARD:

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

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

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

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder

is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

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

22. THE CONTRACT:

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

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the

proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

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

25. PRE-AWARD ACTIVITIES:

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

Bond No. 7672758
Premium: \$314,088.00
Premium is for Contract Term and is subject to
adjustment based on the Final Contract Price

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Reyes Construction, Inc., a corporation, as principal, and
Zurich American Insurance Company and
Fidelity and Deposit Company of Maryland, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Sixty Three Million Seven Hundred Forty Seven Thousand Eight Hundred Thirty Two Dollars and
Zero Cents (\$63,747,832.00) for the faithful performance of the annexed contract, and in the sum of
Sixty Three Million Seven Hundred Forty Seven Thousand Eight Hundred Thirty Two Dollars and
Zero Cents (\$63,747,832.00) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: [Signature]
Print Name: Matthew Vespi
Chief Financial Officer
City of San Diego

Date: 1/6/2025

Heather Ferbert, City Attorney
By: [Signature]
Print Name: Dominic Guglielmo
Deputy City Attorney

Date: 1/7/25

CONTRACTOR

Reyes Construction, Inc.
By: [Signature]

Print Name: Ricardo Jimenez, President

Date: August 28, 2024

SURETY Zurich American Insurance Company and
Fidelity and Deposit Company of Maryland

By: [Signature]
Attorney-In-Fact

Print Name: Lisa Sago, Attorney-In-Fact

Date: August 28, 2024

777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017

Local Address of Surety

(213) 270-0716

Local Phone Number of Surety

\$314,088.00

Premium

7672758

Bond Number



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


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

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

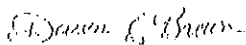
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of September, A.D. 2023.



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



By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of August, 2024.



Mary Jean Pethlek

By: Mary Jean Pethlek
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

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



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 23rd day of March, 2023.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company



Robert D. Murray
Executive Vice President
Head of Surety

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

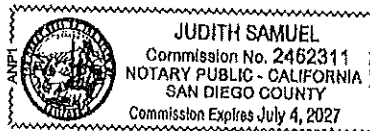
County of San Diego }

On AUG 28 2024 before me, Judith Samuel, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.



[Signature]
Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional Information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles }

On September 4, 2024 before me, Theresa A. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Jimenez
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of South Mission Beach Storm Drain and Green Infrastructure consists of the installation of storm drain throughout various sections of South Mission Beach including Mission Boulevard, San Fernando Place, San Gabriel Place, Capistrano Place, Cohasset Court, and Balboa Court. Construction also consists of storm drain laterals through the alley sections along Mission Boulevard. The pipe size installation will range from 48 inches, 36 inches, 30 inches, 24 inches, and 18 inches. Installation of storm drain appurtenances, water quality basins, low flow diversion structures, slide gate, street resurfacing, curb ramps, landscape and irrigation, bike lane/stripping and signage, and all other incidental work and appurtenances in accordance with these specifications.

1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids and Plans numbered **41306-01-D** through **41306-128-D** and Striping and Signage Improvement Plans numbered **0101148-1-D** through **0101148-6-D**, inclusive.

For Plans numbered **41306-01-D** through **41306-128-D** and Striping and Signage Improvement Plans numbered **0101148-1-D** through **0101148-6-D**, refer to the link below:

<https://drive.google.com/drive/folders/1zhn9nau4r71evVHD525xCKJZL6hYfyS3>

2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **700 Working Days**. The Contract Time is placed on hold during the Summer/Beach Moratorium and does not count against the number of remaining working days.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

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

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

I. PROMPT PAYMENT.

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

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

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

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

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

ATTACHMENT D

FUNDING AGENCY PROVISIONS

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

CLEAN WATER STATE REVOLVING FUND (CWSRF)

WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM

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

1. WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) AND STATE REVOLVING FUND (SRF) PROGRAMS.

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

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

1.2. BONDS. Where contractors are used, the Contractor must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Contractor in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (CWSRF Agmt. Ex. C § C.3.6).

1.3. COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor and subcontractors must comply with all applicable federal and state laws, rules, guidelines, regulations,

and requirements. Without limitation of the foregoing, to the extent applicable, the Contractor must:

- a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement.
- b) Comply with the Policy; and
- c) Comply with and require its subcontractors to comply with the state and federal requirements set forth elsewhere in this Agreement (CWSRF Agmt. Ex. C § C.3.8).

1.4. INDEMNIFICATION.

- a) Contractor shall defend, indemnify and hold harmless the State Adminstrating Agency, the California Infrastructure and Economic Development Bank (Bank), and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent Contractor is obligated to defend, indemnify, and hold harmless the City of San Diego under the Agreement. Contractor shall require its subcontractors to similarly defend, indemnify, and hold harmless the State Adminstrating Agency, the Bank, and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent its subcontractors are obligated to defend, indemnify, and hold harmless the Contractor. (CWSRF Agmt. Ex. CC.3.18)

1.5. NO DISCRIMINATION.

- a) The Contractor must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Contractor retains ownership or possession of the Project.
- b) If Project Funds are used to acquire or improve real property, the Contractor must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- c) The Contractor must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- d) The Contractor's obligations under this section shall survive the term of this Agreement.
- e) During the performance of this Agreement, the Contractor and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- f) The Contractor and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- g) The Contractor and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- h) The Contractor and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).
- i) The Contractor and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (CWSRF Agmt. Ex. C § C.3.22(e-j)).

1.6. INSURANCE. For any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing, the State, the State Administrative Agency, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project (CWSRF Agmt. Ex. C § C.3.26)

1.7. DEBARMENT AND SUSPENSION. Contractor certifies that it shall not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

1.8. PREVAILING WAGES. The Contractor agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Contractor must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Contractor agrees to comply with the Davis-Bacon provisions incorporated by reference in Sections 4, 5, & 6 of this Agreement. Contractor shall comply with all California State and Federal prevailing wage laws and Davis-Bacon Provisions. Contractor shall include in its subcontracts the full the language provided in this Attachment D regarding federal prevailing wages ((CWSRF Agmt. Ex. C § C.3.29)).

- 1.9. ACCESS, INSPECTION, AND PUBLIC RECORDS:** The Contractor must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement with the City of San Diego. The Contractor acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records.
- 1.10. NOTICES:** Upon the occurrence of any of the following events, the Contractor shall provide immediate notice to the City of San Diego:
- a) Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Contractor must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the City, through the State Water Board, has determined what actions should be taken to protect and preserve the resource. The Contractor must implement appropriate actions as directed by City, through the State Water Board (CWSRF Agmt. Ex. C § C.3.25(a)ii.)
 - b) The discovery of a false statement of fact or representation made in any certification, report, or invoice made by the Contractor;
 - c) Any substantial change in scope of the project. The Contractor must undertake no substantial change in scope of the Project until prompt written notice of the proposed change has been provided to the City and the City has given written approval for the change after concurrence with the State Water Board
 - d) Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of thirty (30) Calendar Days or more
 - e) Any circumstance, combination of circumstances, or condition which is expected to or does delay Completion of Construction for a period of ninety (90) Calendar Days or more
 - f) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify the City. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act; (CWSRF Agmt. Ex. C § C.3.25(d)j-v.).
 - g) Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project as required in this **Attachment D**. (CWSRF Agmt. Ex. C § C.3.25(d)viii.).

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

https://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.html

- 1.12. STATE CROSS-CUTTERS:** Contractor represents that, as applicable, it shall comply with the following for the term of the Project:

1. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq
2. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations
3. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
4. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code
5. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527
6. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.)
7. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
8. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002
9. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852
10. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503
11. Directives or orders issued pursuant to Division 7 of the Water Code.
12. Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

- 1.13. SIGNAGE.** The Contractor shall place the following signage materials in a conspicuous location at Project Construction sites in compliance with WIFIA and SRF requirements:

WIFIA Signage Materials

1. **Poster:** Employee Rights Under the Davis-Bacon Act, available at <http://www.dol.gov/whd/programs/dbra/wh1321.htm>. Must be printed to size 11"x17".
2. **Poster:** Equal Employment Opportunity Is The Law, available at http://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf. Must be printed to size 11"x17".
3. **Booklet:** Print-out of the Davis-Bacon Wage Determination pages governing the project, made available in a binder/booklet. All pages must be printed to standard size 8.5"x11".

SRF Signage Materials

1. Contractor shall post a physical sign to comply with the General Signage Requirements of SRF funding provisions. Sign shall be at least 4 feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.
 - a) The sign shall include the following logos:
 - i. Logo: Clean Water State Revolving Fund: [epa_cwsrf_logo.pdf \(ca.gov\)](#)
 - ii. Logo: California Water Boards Logo: [waterboards_logo.pdf \(ca.gov\)](#)
 - iii. Logo: Environmental Protection Agency: [United States Environmental Protection Agency](#)



- b) The sign shall include the following statement:
 - i. "Funding for this \$xx million [name of project] project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

- c) The Project Sign may include another agency's required promotional information so long as the above requirements are satisfied. The sign shall be prepared in a professional manner.
- 2. Contractor shall also comply with the Bipartisan Infrastructure Law Signage Requirements:
 - a. Investing in America Emblem: Contractor shall ensure that a professionally prepared sign is placed at Project construction sites displaying the official Investing in America emblem and must identify the project as a "Project funded by President Biden's Bipartisan Infrastructure Law."
 - b. The sign must be placed at Construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good conditions throughout the construction period. The Contractor shall ensure compliance with the guidelines and design specification provided by the EPA for using the official Investing in America emblem available at: <http://www.epa.gov/invest/investing-america-signage>.
 - c. Procuring Signs: Consistent with Section 6002 of the Resource Conservation and Recovery Act, 42 USC 6962, and 2 CFR 200.323, Contractor is encouraged to use recycled material when procuring signs. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, Contractor is encouraged to translate the language on signs (excluding the official Investing in America emblem of EPA logo or seal) into the appropriate non-English language(s).



d.

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

1.15. COPYRIGHT AND PATENT: USEPA and the State Adminstrating Agency have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, USEPA and the State Adminstrating Agency retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the

Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the State Adminstrating Agency when an invention report, patent report, or utilization report is filed.

1.16. WORK AND TRAVEL OUTSIDE OF CALIFORNIA: No work or travel outside the State of California is permitted unless the City provides prior written authorization. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Contractor. (CWSRF Agmt. Ex. B § B.1.7.9).

1.17. MATERIALS DEVELOPED FOR PUBLIC DISTRIBUTION: Contractor agrees that any public reports, documents, publications or other materials developed for public distribution supported by the Agreement shall contain the following statement (CWSRF Agmt CC.4.3.xii)

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

1.18. GEOSPATIAL DATA STANDARDS: All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by EPA or that is submitted directly to EPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov. (CWSRF Agmt. Ex. E § E; DWSRF Agmt. Ex. C § C.4.3.xxiii

1.19. TRAFFICKING IN PERSONS: The Contractor and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement.

1.20. CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non- discrimination requirements (CWSRF Agmt. Ex. C § C.4.3.xvi);

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

1.21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS: The John S McCain National Defense Authorization Act for Fiscal Year 2019 prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services produced by such entities;
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunication or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country
- e) The Act does not prohibit:
 - 1) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
 - 2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

1.22. AMERICAN IRON AND STEEL: The Contractor acknowledges to and for the benefit of the City of San Diego (“Purchaser”) and the United States Environmental Protection Agency (“EPA”) that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a

waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

- a) **Note:** The Contractor shall provide the Engineer with a Project Material Log within 40 Working Days from the Limited Notice to Proceed (LNTP) issuance date. The Project Material Log must be in Microsoft Excel format and include an itemized list of all materials necessary for the Project. The Project Material Log shall include three columns that (1) identify AIS materials; (2) indicate, if appropriate, that the Engineer should pursue a waiver for a given AIS material by selecting one of three waiver categories: Cost, Availability, and Public Interest; and (3) identify AIS materials that should be allocated to the De Minimis Log.

- 1.23. BUILD AMERICA BUY AMERICA (BABA):** This project is waived for BABA requirements.
- 1.24. SECURE CONNECTION:** Contractor agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. (CWSRF Agmt. Ex. C § C.4.3.xxiii).
- 1.25. WAGE RATE REQUIREMENTS (DAVIS-Bacon):** Contractor must include in its subcontracts the full the language provided in this Attachment D-1.
- 1.26. PROCUREMENT PROHIBITIONS UNDER SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT, INCLUDING EXECUTIVE ORDER 11738, ADMINISTRATION OF THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS; 42 USC § 7606; 33 USC § 1368.** Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- 1.27. ANIMAL WELFARE ACT:** The Contractor agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government

Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training,” available at:

<http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples> (CWSRF Agmt. Ex. C § C.4.3.xxix).

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

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

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

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

- 1.29. SCIENTIFIC INTEGRITY:** Contractors and subcontractors shall comply with EPA’s Scientific Integrity Policy, available at <https://www.epa.gov/scientific-integrity/epas-scientific-integrity-policy> when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Contractor shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards;

knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Contractor must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors. (CWSRF Agmt. Ex. C § C.4.3.xxiii)

- 1.30. PROFESSIONALS:** The Contractor agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
- 1.31. ADMINISTRATIVE REMEDIES:** Whenever the State Water Board determines that the Recipient, the Recipient's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete to the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement.
- 1.32. NEW RESTRICTIONS ON LOBBYING:** Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City of San Diego the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110. The Contractor certifies to the best of its knowledge and belief that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Adminstrating Agency.

The Contractor shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

2. EQUAL OPPORTUNITY CLAUSES:

- 2.1. The following equal opportunity clauses are incorporated by reference herein:
- 2.2. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.
- 2.3. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
- 2.4. 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 of San Diego construction contracts and subcontracts of \$2,000 or more.
- 2.5. Age Discrimination Act of 1975, Pub. L. 94-135.
- 2.6. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.
- 2.7. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).
- 2.8. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
- 2.9. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
- 2.10. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

3. FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS UNDER THE WIFIA PROGRAM:

- 3.1. The Contractor shall 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 Part 60). (EO 11246, 30 FR 12319, September 28, 1965).
- 3.2. Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active

obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

3.4. Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining

agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

3.6. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR 60-4.2:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein
2. The goals 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, are as follows:

Goals for minority participation for each trade: 16.9%

Goals for female participation for each trade: 6.9%

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 construction 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 its federally involved and non-federally involved construction.

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. The hours of minority and female employment and training must 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.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction 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.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is San Diego, California.

4. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 4.1. 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).
- 4.2. 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 timetables for minorities in construction.
- 4.3. 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.
- 4.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 4.5. 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.
- 4.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications

- 4.7. 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.

5. VIOLATION OR BREACH OF REQUIREMENTS:

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

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

- 6.1. Refer to the GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in the WHITEBOOK and the following:
- a) Federal and Non-Federal Work In San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

7. RECORDS OF PAYMENTS TO DBEs:

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

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

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

- a) Copies of such prevailing rate of per diem wages are on file at the City of San Diego and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its

subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

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

8.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City of San Diego's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City of San Diego. Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

8.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

8.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.8. Labor Compliance Program.** The City of San Diego has its own Labor Compliance Program authorized in August 2011 by the DIR. The City of San Diego will withhold contract payments when payroll records are delinquent or deemed inadequate by the City of San Diego or other governmental entity, or it has been established after an investigation by the City of San Diego or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- a) A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - b) By submitting a bid or proposal to the City of San Diego, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City of San Diego at the time of bid or proposal due date or upon request.
- 8.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code

sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

8.11. List of all Subcontractors. The City of San Diego may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City of San Diego's request. Additionally, Contractor shall provide the City of San Diego with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City of San Diego shall withhold final payment to Contractor until at least 30 days after this information is provided to the City of San Diego.

8.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- a) **Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- b) **Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- c) **List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 9.11 above. (Labor code section 1773.3).

9. DAVIS-BACON WAGE RATES AND PROVISIONS:

9.1. DAVIS-BACON PROVISIONS. Contractor shall include the following language in this section in all of its subcontracts for the Project. Contractor and all subcontractors working on the Project shall comply with any provisions herein applicable to contractors and subcontractors, respectively:

9.2. In any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following

clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The WIFIA assistance recipient, the City of San Diego, on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient 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 WIFIA assistance recipient 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 to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient 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 WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. the City of San Diego, shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (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 WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
 - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (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 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the

commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) {no text here}

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of San Diego. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the City of San Diego, for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City of San Diego.

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of

Regulations, 29 CFR part 5, and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City of San Diego, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the City of San Diego, 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 WHD 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 WHD Administrator determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, 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 City of San Diego, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

(11) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. 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 work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City of San Diego shall upon its own action or upon written request of an

authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

- a) 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 § 5.1, 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 EPA shall cause or require the City of San Diego 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 City of San Diego, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

"General Decision Number: CA20240001 04/12/2024

Superseded General Decision Number: CA20230001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.	

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/05/2024
5	04/12/2024

ASBE0005-002 09/01/2023

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

ASBE0005-004 07/04/2022

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

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

BRCA0004-008 11/01/2022

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

BRCA0018-004 06/01/2022

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

BRCA0018-010 09/01/2022

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

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

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

CARP1607-004 07/01/2021

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

ELEC0569-001 06/05/2023

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

ELEC0569-004 08/28/2023

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 40.78	15.00
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

ELEC0569-005 08/28/2023

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 40.78	15.00
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission,		

transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 06/05/2023

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

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		

trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

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

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

ENGI0012-004 08/01/2023

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

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80

	Rates	Fringes
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig 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); Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) 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; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single

engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 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 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); Spyder Excavator Operator, with all attachments

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.);

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) ; Tower crane operator and tower gantry

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

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

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0229-001 01/01/2024		
	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing		
and Structural.....	\$ 47.45	34.90

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

LAB00089-001 07/01/2022

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

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and

air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction track 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 pulling-all concrete pouring operations

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

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

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

LABO0089-002 11/01/2020

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

LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

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

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

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

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

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

LABO0300-005 08/01/2022

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

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

LABO0345-001 07/01/2022

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

LABO1414-003 08/03/2022

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

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

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

PAIN0036-001 07/01/2023

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

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

* PAIN0036-010 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 41.14	23.05
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2023

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

PAIN0036-019 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.77	18.62

PLAS0200-005 08/03/2022

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

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

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2023

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

	Rates	Fringes
work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

PLUM0016-011 09/01/2023		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 45.22	22.43

PLUM0345-001 09/01/2023		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0045-001 07/01/2023		
	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

SFCA0669-001 04/01/2024		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.19	26.30

SHEE0206-001 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 50.20	30.80
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	10.24
SHEET METAL TECHNICIAN - SCOPE:		
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided		

each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 07/01/2023

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

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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

Union Rate Identifiers

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

most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

11. AGENCY SPECIFIC PROVISIONS:

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

11.1. EPA Requirements:

1. 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 6 Good Faith Efforts (GFEs) 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 of San Diego 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 this **Attachment D**.
5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.
6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.
7. Good Faith Efforts:
 - a. The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The "Good Faith" effort requires the Contractor and any Subcontractors to take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services even if the Contractor has achieved its fair share objectives.

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

11.2. California State Revolving Fund Requirements:

- 1. Refer to EPA Requirements in Section 7.1 above and the following:
- 2. The Bidder shall take affirmative steps prior to Bid opening to assure that MBE's and WBE's are used whenever possible as sources of supplies, construction and services.

3. The affirmative steps are defined for contracts funded by State Water Board as follows:
4. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs
5. 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.
6. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE Subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request
7. Include qualified DBEs on solicitation lists and record the information. Solicitation shall be as broad as possible.
8. If DBE sources are not located, explain why and describe the efforts made.
9. The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of the Work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of GFE shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
10. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all Subcontractors, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided

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

12. DBE POTENTIAL RESOURCES CENTERS:

12.1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.

- 12.2.** For additional assistance the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 12.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 12.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.
- 12.5.** If DBE sources are not located, explain why and describe the efforts made.
- 12.6.** The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 12.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non-DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 12.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration (SBA) 455 Market Street, Suite 600 San Francisco, CA 94105 Stephanie Lewis: stephanie.lewis@sba.gov Technical Support: OCIOSUBNET@sba.gov	(415) 744-6820 Extension 0 Dynamic Small Business Search ¹ : https://dsbs.sba.gov/search/dsp_dsbs.cfm Registration: https://connect.sba.gov/ Bid Notification ² : https://subnet.sba.gov/client/dsp_Landing.cfm
RE: Minority Enterprise Development Offices U.S. Department of Commerce Minority Business Development Agency (MDBA) 1055 Wilshire Blvd, Suite 900 Los Angeles, CA 91107	RE: Business Development Centers (213) 989-3190 Bid Notification: https://www.mbda.gov ³ https://pacelabdc.org/mbda

12.9. State Agencies (must be contacted):

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

Notes:

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

13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

- 13.1.** The affirmative GFE steps documentation shall be submitted by **5 PM, 4 Working Days after the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.

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

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

14. FORMS:

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

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

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

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

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

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

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

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

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

**FUNDING AGENCY PROVISION
FORMS**



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

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

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

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____	Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown
--	---

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

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Utilization Form

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

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

<p>I have identified potential DBE certified subcontractors. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, please complete the table below. If <i>no</i>, please explain:</p>			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

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

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

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

Prime Contractor Signature	Print Name
Title	Date

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

LIST OF WORK MADE AVAILABLE

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

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

AA61 - List of Work Made Available

SUMMARY OF BIDS RECEIVED

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

USE ADDITIONAL FORMS AS NECESSARY

AA62 - Summary of Bids Received

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)

USE ADDITIONAL FORMS AS NECESSARY

AA63 - DBE Good Faith Effort List of Subcontractors Solicited

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

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

Email Form UR-334 to:

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

Questions may be directed to:

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

****Procurement Type:**

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

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

INSTRUCTIONS FOR COMPLETING FORM UR-334

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



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Participation Form

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

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

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

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

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

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

Subcontractor Signature	Print Name
Title	Date

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

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

FORM 4500-2 (DBE Subcontractor Participation Form)

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

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

1-7.2.1 Payment. To the "WHITEBOOK", ADD the following:

3. The Bid item for "**Performance Bonds (USACOE - Eelgrass)**" includes full compensation for actual costs of payment and performance bonds associated with the implementation of the approved eelgrass mitigation plan in accordance with Special Condition 3 of the U.S. Army Corps of Engineers – Combined Clean Water Act Section 404 Permit and Rivers and Harbors Act, Section 10 Permit. This shall be done in a form approved by the US Army Corp of Engineers Regulatory Division for the estimated cost of implementing the approved eelgrass mitigation plan (including a 20% contingency to be added to the total costs). The purpose of this financial assurance is to guarantee the successful implementation, maintenance and monitoring of the wetland and non-wetland waters establishment, restoration, and enhancement work. A Performance Bond for 120% of the anticipated cost of the mitigation and monitoring associated with the project shall be required. See the U.S. Army

Corps of Engineers – Combined Clean Water Act Section 404 Permit and Rivers and Harbors Act, Section 10 Permit for additional requirements.

SECTION 2 - SCOPE OF THE WORK

2-2

PERMITS, FEES, AND NOTICES. To the “WHITEBOOK”, ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) California Regional Water Quality Control Board Section 401 Water Quality Certification No. R9-2020-0032 (Waived)
 - b) California Coastal Commission – Coastal Development Permit adapted by the Commission on August 13, 2021
 - c) City of San Diego Site Development Permit No. 2335940
 - d) U.S. Army Corps of Engineers – Combined Clean Water Act Section 404 Permit and Rivers and Harbors Act, Section 10 Permit.

For the permit listed above, please refer to the G-Suite Link below:

<https://drive.google.com/drive/folders/1U1Eja8f5sjpYn6dVQGDQMaWUG-14qrTe>

3. The Contractor shall comply with the conditions and requirements of the Corps of Engineers Permit, Coastal Development Permit, Regional Water Quality Control Board Certification, and other State, Park, City and Federal permits as provided by the City. The City will secure the permits for excavation, embankment, and disposal of material as indicated. Ingress/egress and land and water public safety requirements are of particular interest for this project. Air quality permits shall be obtained by the Contractor. USCG Local Notice to Mariners and any USCG or City Lifeguard Services day marker, reflector, or lighting requirements for marine equipment is the responsibility of the Contractor.
4. The Contractor is responsible for obtaining a traffic control permit, APCD permit, and any regulatory fees associated with the use of equipment.
5. The Contractor is responsible for obtaining Scientific Collector’s Permit and Letter of Authorization to transplant eelgrass from the California Department of Fish and Wildlife. At no additional cost to the City, the Contractor shall be responsible to comply with any conditions placed on the work under these authorizations.

ADD: 2-11

PRE- AND POST- ACCEPTANCE SURVEYS.

1. The City will retain an independent licensed hydrographic surveyor to provide all pre-, post- and acceptance surveys of work within the beach areas and an independent licensed land surveyor within the water quality basin areas. Progress surveys will be requested by the Contractor to support payment requests for excavated material. The Contractor shall give at least 5 working days notice of survey activities that need to be performed by the independent surveyors hired by the City.

2. **Surveys / Soundings**

- a) A mandatory pre-survey conference shall be held to discuss all aspects of the survey plan including: control, equipment, procedures, safety plan, QC program, excavation control, excavation/dredging control, calibration, schedule, excavation/dredging limits, and deliverables.
- b) The material removed will be measured by cubic yards in place, by means of soundings taken before and after excavation/dredging. Surveys/soundings will be taken by either, trigonometric leveling (total station)/differential leveling, Differential Global Positioning System (DGPS), 200 kHz single-beam acoustic methods, acoustic multi-beam swath methods, or in combination, as determined by the City; results of surveys/soundings by any of these methods, singularly or in combination, will be the basis for payment. The surveyor is advised that dense submerged vegetation must be effectively cleaned from bathymetric data.
- c) The hydrographic surveys for progress payment shall meet or exceed the survey standards listed in the U.S. Army Corps of Engineers EM 1110-2-1003 (Hydrographic Surveying) for Class I surveys. Surveys shall be in the World Geodetic System of 1984 (WGS84), High Precision Geodetic Network (HPGN), meters, and be performed by a licensed hydrographic surveyor retained by the City.
- d) Hydrographic surveys shall be conducted using an Automated Range-Azimuth Positioning System or Differential Global Positioning System (DGPS) with positional accuracy to Class I surveys or better that is linked to an automated (digital) depth recording device capable of continuous logging of x,y,z positional data with depth measurement resolution to the nearest 0.1 foot. Digital depths shall be supplemented by analog depth records if survey is performed by single beam echo sounder. Sounding lines shall be verified by crosslines at least 10 percent of the principal sounding lines. Distance between successive soundings (sounding interval) shall be no more than 3 meters. Soundings shall be reduced to sounding datum (NGVD 29) by using actual tides and other appropriate corrections resulting in an accuracy to meet or exceed Class I survey standard.
- e) The hydrographic surveyor shall submit a tide gage plan for approval by the City. The plan shall include the types of gages to be deployed and the locations. All tide gages shall be referenced to the vertical datum as shown on the plans.

3. **Survey During Progress of Work**

- a) Contract depth will be determined by soundings or sweepings taken behind the excavation/dredge as work progresses. The hydrographic surveyor retained by the City shall take progress soundings or sweepings and provide the resulting data to the City. Progress surveys shall be performed not less than biweekly when excavating/dredging

within the beach areas. Surveys for payment must be performed by an independent hydrographic surveyor retained by the City.

- b) The hydrographic surveys for progress payment shall provide full coverage of an entire area for which progress payment is being submitted plus a buffer of 50 feet around the excavation/dredging area to calculate displaced but non-exported sand volume. The hydrographic surveys shall be performed electronically (automated) and the data shall be provided and submitted to the City on an electronic media (IBM compatible, ASCII format) in delimited files of easting, northing, and depth (x,y,z). Three copies of the plot of the soundings will accompany the x,y,z data and all data shall be collected and plotted in State Plane, Zone 6, and NGVD29 feet.

4. **Acceptance**

As soon as practicable after the completion of the excavation/dredging work, which in the opinion of the City, will not be affected by further excavation/dredging operations, the areas impacted shall be surveyed by the independent surveyor. The City shall be notified when soundings or sweepings are to be made and shall be permitted to accompany the sounding or sweeping party and to inspect the data and methods used in preparing the final estimate. When areas are found to be in a satisfactory condition, the work therein will be accepted as complete. Final estimates will be subject to deductions or correction of deductions previously made because of excessive overdepth, earthwork/dredging outside or authorized areas, or disposal of material in an unauthorized manner.

5. **Method of Measurement**

The total amount of excavated/dredged material will be measured by computing the volume between the bottom surface shown by the surveys and/or soundings of the pre- survey, and the bottom surface shown by the soundings of the post- acceptance survey within the excavation/dredging limits. The drawings represent existing conditions based on current available information, but will be verified and corrected, if necessary, by surveys or soundings taken before excavating/dredging. The Triangulated Irregular Networks (TIN) made from post-processed survey soundings, representing the pre- and post- acceptance survey conditions, will be used for quantity determination. The dredging limits shall be subtracted from the TINs, and the pre- survey difference minus the post- acceptance survey difference will represent the quantity excavated/dredged. Misplaced materials (including any required removal and placement), materials placed in temporary stockpiles, and excessive excavation/dredging beyond the limits and tolerances indicated on the plans will be excluded from the quantities for which payment will be made.

SECTION 3 – CONTROL OF THE WORK

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

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

3-7.6.1 Use of Computer Aided Drafting and Design. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

3-8.7 Contractor's Quality Control Plan (QCP). To the "WHITEBOOK", ADD the following:

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

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Response to Report of Geotechnical Investigation South Mission Beach Green Infrastructure, dated November 27, 2019, by Allied Geotechnical Engineers, Inc.
 - b) Archeological Resources Survey for South Mission Beach Storm Drain and Green Infrastructure Project, dated June 11, 2021, by Rick Engineering Company and Tierra Environmental Services.
6. The reports listed above are available for review at the following link:
<https://drive.google.com/drive/folders/1Gy2j9jatLAlprg6fPmj2pFFAIE2JNVol>

3-11.1 Project Identifications Signs. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall provide and install project identification signs and posters per **Appendix P** in a manner approved by the Engineer.
 - A) Two Project Identification Signs, Printed size (36"x24")
 - B) One Davis-Bacon poster, WH-1321 "Employee Rights", Printed size 11"x17"
 - C) One Equal Employment Opportunity poster, "Know your Rights", Printed Size 11"x17"

3-11.4 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for Project Identification signs and posters shall be included in the bid item for **"Traffic Control and Engineering Traffic Control Plans"**.

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

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:

- a) Every Friday on a weekly basis.
- b) 1 Working Day prior to each rain event.
- c) As directed by the Engineer.

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

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

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

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

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

3-12.8.8 Payment. To the "WHITEBOOK", item 3, paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for dewatering hazardous contaminated water shall be included in the allowance bid item for "Dewatering Hazardous Contaminated Water" and shall include furnishing, setting up and removal, and operating all equipment necessary to treat and discharge the hazardous contaminated groundwater.

3-15.3

Coordination. To the “WHITEBOOK”, ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Mission Blvd, Bayside Lane, Ashbury Ct and San Diego Place. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) South Mission Blvd from San Fernando Place to San Diego Place, Mission Beach Water and Sewer Replacements B17169 & B17170, Matthew Veverka, Project Manager, (619)-533-5192.
 - b) Bayside Walk and Capistrano Place, Sewer Pump Station 11 Repair Emergency, Jacob Rivera, Project Manager, (619) 533-4160.
 - c) Block 2S1 South Mission Beach UUD, Jie Xiao, Project Manager, (619) 533- 5496.

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-1.1

American Iron and Steel (AIS).

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

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

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

- a) Refer to the following EPA website:

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

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

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

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

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1

Policies and Procedures.

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

5-4.2

Types of Insurance.

5-4.2.1

General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

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

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or

require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.

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

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance

Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

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

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

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

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

5-4.5.2.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this Contract, you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to your Work in, over, or alongside navigable waters.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance

Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

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

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

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance

maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

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

5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.

4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers described in section a) above.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer,
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).

15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

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

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

ADD:

5-10.3.2 Weekly Updates Recipients.

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

Elham Lotfi, Senior Engineer, elotfi@sandiego.gov

Karen Vera, Project Manager, KVera@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice** and use the format shown.
4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

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

3. Contractor shall complete construction activities along Bayside Lane at the same time as the adjacent South Mission Beach Water and Sewer Replacement Project to avoid impacting the new water and sewer facilities at the following locations:
 - a) Bayside Lane and Deal Court (Station 1+90 to 2+10)
 - b) Bayside Lane and Cohasset Court (Station 2+00 to 2+30)

6-2.1

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

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Summer Moratorium from Memorial Day to Labor Day each year.

ADD:

6-3.1

General. To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:

- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The Plant Establishment Period (PEP) for Eelgrass is included in the stipulated Contract Time and shall begin with the acceptance of the installation of the eelgrass vegetation plan in accordance with Part 8 – LANDSCAPING AND IRRIGATION and the Technical Specifications for Eelgrass Planting. The Payment for 30 Day Plant Establishment Period (Eelgrass) shall be paid for at the Contract Unit Price per lump sum and included in the Bid item for **"30 Day Plant Establishment Period (Eelgrass)"** and shall include full compensation for labor, materials, equipment, incidentals, meeting the success criteria for the eelgrass planting as described in the technical specifications, and any other related work.

ADD:

6-6.1.1

Environmental Document.

1. The City of San Diego has prepared a **Mitigated Negative Declaration** for **South Mission Beach Storm Drain and Green Infrastructure**, Project No. **646245**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A**.
2. Merkel & Associates, Inc. has prepared a **Final Biological Resources Report** for **South Mission Beach Storm Drain and Green Infrastructure**, Project No. **18-049-03**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Biological Resources Report** as set forth in **Appendix A**.

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

https://drive.google.com/drive/folders/1VtpDF-VlJOk6_0GunQoFy0JrSEL5TmN5

3. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

6-6.2.2 Paleontological Monitoring Program. To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500

Contract Value	Liquidated Damages Daily Amount
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,001	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1

General. To the “WHITEBOOK”, ADD the following:

4. The Payment for Salvage and Reinstall Existing Bollard shall be paid for at the Contract Unit Price per each and included in the Bid Item for **“Salvage and Reinstall Existing Bollard”** and shall include full compensation for labor, materials, equipment, removal and storage of bollard, concrete for new foundation, and any other related work.
5. The Payment for Salvage and Reinstall Existing Concrete Bench shall be paid for at the Contract Unit Price per each and included in the Bid Item for **“Salvage and Reinstall Existing Concrete Bench”** and shall include full compensation for labor, materials, equipment, removal and storage of bench, and any other related work.
6. The Payment for Salvage and Reinstall Existing Rock Slope Protection shall be made at the Contract Unit Price per lump sum and included in the Bid Item for **“Salvage and Reinstall Existing Rock Slope Protection”**. Work shall include all labor, materials, equipment, tools and incidental necessary including but not limited to; temporary stockpiling of salvaged stone, placement in its final location as shown on the plans, earthwork, preparation of subgrade, filter blanket material, stone placement, filter fabric material and placement, and all related work necessary to complete the work.
7. The Payment for Remove Existing Guard Post shall be paid for at the Contract Unit Price per each and included in the Bid Item for **“Remove Existing Guard Post”** and shall include full compensation for labor, materials, equipment, incidentals, excavation and disposal of material, and any other related work.
8. The Payment for Woven Monofilament Filter Fabric shall be paid for at the Contract Unit Price per square foot and included in the Bid Item for **“Woven Monofilament Filter Fabric”**. Work shall include full compensation for labor, materials, equipment, incidentals, and any other related work and as described in the technical specifications.
9. The Payment for SDG&E Permanent Guard Post shall be paid for at the Contract Unit Price per each and included in the Bid Item for **“SDG&E Permanent Guard Post (Std. 604.1)”** and shall include full compensation for labor, materials, equipment, incidentals, and any other related work.

7-3.2.2.1 Progress Payment for Pipelines. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", and final cleanup.

7-3.9 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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

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

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.2.1 Materials. To the "WHITEBOOK", ADD the following:

5. Type V Portland Cement Concrete shall be used for proposed concrete structures and storm drain pipe due to the soils being considered aggressive to concrete (i.e. chloride concentration is greater than 300 parts per million or sulfate concentration is greater than 1,000 parts per million).

SECTION 203 - BITUMINOUS MATERIALS

203-6.1 General. To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.1 General. Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, "Asphalt Concrete" for "Materials" and "Construction" requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the "Department" with actions by the "City."

203-6.2.1 Asphalt Binder. To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

203-6.2.2 Rock Products for Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

203-6.2.3 Rock Products for Type III Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the

tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

203-6.2.5.1 General. To the "GREENBOOK", ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless otherwise specified, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

203-6.2.5.2 RAP Stockpiles. To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

203-6.2.5.3 Fractionation. To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

203-6.2.5.3 Fractionation. Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 ^a	100
Fine (% passing the 3/8-inch sieve)	California Test 202 ^a	98-100

^a Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

203-6.2.5.4 Testing. To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the

uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within ± 0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.
2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	Test Method
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyrations Compaction	AASHTO T 312

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	Test Method	Minimum Frequency
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons

Quality Characteristic	Test Method	Minimum Frequency
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater
Nuclear gauge density	California Test 375	1 per 50 tons

203-6.2.5.5 Quality. To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) ^a	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM D2419	50

^a Average uncorrected binder content of 3 ignition oven tests performed.

^a Average maximum specific gravity reported on the JMF.

203-6.3.1 General. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.3.1 General.

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.
2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.

3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.
4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.
5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.
7. A new mix design shall be prepared and a new JMF submitted if:
 - a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,
 - b) the source of any aggregate is changed,
 - c) the performance grade of paving asphalt is changed,
 - d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,
 - e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.
8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
 - a) Target air voids must equal 7.0 ± 1.0 percent.
 - b) Specimen height must be 60 ± 1 mm.
 - c) Number of test specimens must be 4 to run 2 tests.

- d) Do not average the 2 test results.
 - e) Test specimen must be a 150 mm gyratory compacted specimen.
 - f) Test temperature must be set at:
 - 1. 113 ± 2 degrees F for PG 58 for use of 25% RAP
 - 2. 22 ± 2 degrees F for PG 64 for use of 15% RAP
 - 3. Measurements for impression must be taken at every 100 passes along the total length of the sample.
 - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
 - h) Testing shut off must be set at 25,000 passes.
 - i) Submersion time for samples must not exceed 4 hours.
9. Take samples under California Test 125.

ADD:

203-6.3.3

Asphalt Binder Replacement. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

ADD:

203-6.4.5

Miscellaneous Areas and Dikes. For miscellaneous areas and dikes:

- 1. Choose the aggregate gradation from:
 - a) 1/2-inch Type A HMA aggregate gradation.
 - b) Dike mix aggregate gradation.
- 2. Choose asphalt binder Grade PG 58-16 or 64-10.

3. Minimum asphalt binder content must be:
 - a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.
 - b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73-77	TV \pm 10
No. 8	58-63	TV \pm 10
No. 30	29-34	TV \pm 10
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

203-6.7 Production. To the "GREENBOOK", ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

203-6.7.1 General. To the "GREENBOOK", ADD the following:

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within \pm 5 of the RAP percentage shown in the approved JMF fo1m without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within \pm 5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run
2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration

4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour
6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	Temperature (°F)
HMA	
Density based Method	s; 325 305-325

If you stop production for longer than 30 days, a production start-up evaluation is required.

SECTION 207 – GRAVITY PIPE

207-17.2.1 Identification Marks. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

207-17.2.1 Identification Marks. Polywrap shall not be used as pipe color identification for plastic pipe. All pipe, fittings, and couplings shall be clearly marked at intervals not to exceed 5 feet as follows:

- a. Color: Green (for wastewater applications).
- b. Nominal pipe diameter.
- c. PVC cell classification.
- d. Company, plant, shift, ASTM, SDR, and date designation.
- e. Service designation or legend.
- f. For fittings and couplings, the SDR designation is not required.

SECTION 209 – PRESSURE PIPE

209-7.2 Requirements. To the "GREENBOOK", Table 209-7.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

Function	Type	Materials/Method
Pipe Contents Identification	Pipe Color (Plastic Pipe or Polywrap ¹)	Blue for Potable Water. Purple for Recycled Water. Green for Sewage.
	AND	
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.
		5/8" (16 mm) high letters.
		Repeated at 1 foot (300 mm) intervals.
	OR	
	Identification Tape	Polyethylene tape 6" (150 mm) wide and 4 mils (100 µm) minimum thickness with 2" (50 mm) high letters stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate. For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape.
		Color - Blue With white letters for potable water, Purple With white letters for recycled water, Green with white letters for sewage.
		Attached to top of pipe with adhesive tape.
Pipe Warning and Locating	Warning and Locating Tape	Polyethylene tape 6" (150 mm) Wide and 4 mils (100 µm) minimum thickness with 2"(50 mm) high letters stating: "CAUTION: WATERLINE BURIED BELOW", "CAUTION RECLAIMED WATERLINE BURIED BELOW - DO NOT DRINK", or "CAUTION: SEWER BURIED BELOW" as appropriate. For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape.
		Color - blue with black or white letters for potable water, Purple With black or white letters for recycled water, Green with black or white letters for sewage.
		Place in pipe trench 18" (450 mm) above pipe.
		Tape shall contain metallic strip that can be registered by magnetic field locating device.
		OR
	Locating Wire	In lieu of installing metallic warning tape; non-metallic warning tape 18" (450 mm) above pipe and 10-gauge copper wire attached to top of pipe and accessibly terminated may be used.

¹Polywrap shall not be used as pipe color identification for plastic pipe.

SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

ADD:

212-4.9 Electric Actuators with Manual Bypass for Plug Valves.

212-4.9.1 General.

212-4.9.2 Summary.

1. This Section includes motorized valve operators, and mechanical, gear type limit switches.
2. Electric motor valve operators, also called actuators, are specified herein for applications including plug valves and slide gates.
 - a. 6" eccentric plug valves in gravity diversion vaults – three (3)
 - b. 48" slide gates – three (3)
 - c. 24" slide gate – one (1)
 - d. 18" slide gates – three (3)
3. Inclusion of a specific manufacturer's name in the Specifications does not mean that the specific manufacturer's standard product will be acceptable. Specified manufacturer's or other manufacturer's standard product shall be modified as required to meet the Specifications.

212-4.9.3 References.

1. American Water Works Association (AWWA).
2. National Electrical Manufacturer's Association (NEMA).

212-4.9.4 Submittals.

1. Furnish motorized operator's submittals with plug valve and slide gate submittals.
2. Shop drawings and product data.
3. Motor and gear type and design information.
4. Design Data:
 - a) Submit operating calculations for max break and max dynamic torques and minimum safety factor at which degree of valve opening and at break.
 - b) Submit data and calculations to substantiate operating time.
 - c) Submit proposed operator configuration and dimensions for each valve and slide gate.
5. Wiring schematics.
6. Manufacturer's Published Instructions.
7. Operation and Maintenance Manuals.
8. Warranty.

212-4.9.5 Manufacturers.

1. Manufacturers: One of the following, or equal prequalified within five (5) working days of the determination of the apparent low bidder:
 - a) AUMA Riester GmbH and Company KG
 - b) Rotork Controls, Inc., IQ Series.
 - c) Pre-approved equivalent.

212-4.9.6 Motorized Operator.

1. Design:
 - a) The actuators shall be suitable for use on a nominal 240 volt single phase 60Hz power supply AC and are to incorporate motor, integral reversing starter, local control facilities and terminals for remote control and indication connections housed within a self-contained, sealed enclosure.
 - b) Meet applicable AWWA requirements and meet the requirements set out in EN15714-2 and ISA SP96.02.
 - c) The actuator shall be sized to guarantee valve closure at the specified differential pressure and temperature. The safety margin of motor power available for seating and unseating the valve shall be sufficient to ensure torque switch trip at maximum valve torque with the supply voltage 10% below nominal. For linear operating valves, the operating speed shall be such as to give valve closing and opening at approximately 10-12 inches per minute unless otherwise stated in the data sheet. For 90 degree valve types the operating time will be specified.
 - d) Handwheels for Manual Operation: Epoxy coated metal with arrows to indicate "open" rotation; incapable of rotation during motor operation; unaffected by fused motor, being mechanically independent of the motor drive; maximum 80 pound pull on rim for manual operation. Actuators shall be fitted with 2-inch AWWA nut for portable operator. When in the manual operating mode, actuator to remain in this mode until motor is energized, at which time the actuator shall automatically return to electric operation.
 - e) Declutch Lever: Pad lockable, capable of mechanically disengaging motor and related gearing positively when motor is de-energized and freeing handwheel for manual operation.
 1. Gearing between motor operation and handwheel operation is not shared.
 2. Design so that simultaneous manual and motor operation is impossible.

- f) Motorized operators shall be provided with an integrally mounted communication module within the actuators, to allow non-intrusive set up, double sealed electrical housing and shall not require access after factory fitting. In order to maintain the integrity of the enclosure, setting of the torque levels, position limits and configuration of the indication contacts etc. shall be carried out without the removal of any actuator covers and without main power over an Infra-red or Bluetooth® wireless interface. Sufficient commissioning tools shall be provided with the actuators and must meet the enclosure protection and certification levels of the actuators. Commissioning tools shall not form an integral part of the actuator and must be removable for secure storage / authorized release. In addition, provision shall be made for the protection of configured actuator settings by a means independent of access to the commissioning tool. Provision shall be made to disable Bluetooth® communications or only allow a Bluetooth® connection initiated by an Infra-Red command for maximum security.
 - 1. Each operator shall have independent HAND-OFF-AUTO selector switch and OPEN-CLOSE control devices that are wired to the motor starter circuit and completely isolated and independent of the valve actuator remote control network.
 - 2. The actuator shall include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel irrespective of the connection sequence of the power supply.
- g) The complete motorized operator enclosure shall be:
 - 1. NEMA 6 submersible to IP68 (20 meters of head for 10 days). Actuators shall be suitable for indoor and outdoor use. The actuator shall be capable of functioning in an ambient temperature ranging from -30°C (22°F) to 70°C (158°F), up to 100% relative humidity.
 - 2. Actuators for hazardous area applications shall meet the area classification, gas group and surface temperature requirements specified later in this section.
 - 3. Equipped with a separately sealed (double "O" ring) terminal area, such that with the terminal cover removed the actuator's internal components are protected from environmental moisture and dust during storage and "no-power" conditions, start-up and working life. Enclosure must allow for temporary site storage without the need for electrical supply connection.
 - 4. All external fasteners shall be stainless steel.

2. Actuator Gearing:

- a) Meet applicable AWWA requirements.
- b) Single reduction type with hardened alloy steel worm gear, and aluminum bronze worm gear set; self-locking to maintain gate position.
- c) Power Gearing: Accurately cut to assure minimum backlash; anti friction bearing with caged balls or rollers throughout.
- d) Stem Nuts: High tensile aluminum bronze; accurately machined and mounted in heavy ball or roller bearings.
- e) Actuator Gear Housing: Aluminum housing with a separate cast iron thrust base.
- f) Lubrication: Rotating power train components immersed in oil with provisions for inspection and re-lubrication without disassembly.

1. Lubricants: Suitable for ambient conditions of -20 degrees F to +150 degrees F.

2. Provide seals on shafting.

All seals, feed throughs, and bearings shall provide sealing such that the actuator can be mounted in any position with no leakage of oil. Secondary gearboxes shall be externally attached to the actuator to accommodate variations in output speeds, torques or operating times and for use with quarter-turn valves. These multi-turn and quarter-turn gearboxes are to use accurately cut gears suitable for motor drive.

3. Motors:

- a) The motor shall be an integral part of the actuator, designed specifically for valve actuator applications. It shall be a low inertia high torque design, class F insulated with a class B temperature rise giving a time rating of 15 minutes at 40°C (104°F) at an average load of at least 33% of maximum valve torque. Where the total cycle time (two complete strokes) is longer than 15 minutes then NEMA Class H motor for 30 minute duty rating is to be used, with a maximum continuous temperature rating of 125 degrees C rise over ambient Temperature shall be limited by 2 thermostats embedded in the motor end windings and integrated into its control. Type: Specifically designed for gate actuator service with high starting torque, low inertia, totally enclosed, non-ventilated construction.
- b) Protection shall be provided for the motor as follows:
 - 1. Stall - the motor shall be de-energized within 8 seconds in the event of a stall when attempting to unseat a jammed valve

2. Over temperature - thermostat will cause tripping of the motor. Auto-reset on cooling
3. Single phasing - lost phase protection
4. Direction – phase rotation correction
- c) Motor Windings: Epoxy treated.
- d) Size: Sufficient to provide the maximum torque required for valve opening/closing operation, with a safety factor of 1.5. Torque shall be based on the valve manufacture's calculated torque required for opening/closing at full differential and maximum valve dynamic torque.
- e) Voltage Tolerance: Capable of operating at within 10 percent of specified voltage.
- f) Motor Starters:
 1. For Open-Close Service: Self-contained electromechanical reversing starter suitable for 60 starts/hr.
 2. For Modulating Service: Self-contained solid-state reversing starter suitable for 1,200 starts per hour. The hammer action will be replaced by a direct drive.
- g) Accessories: Internal thermal contacts embedded in the motor windings for detecting motor overload and a ground lug.
- h) Power Supply: As scheduled or as indicated on the Drawings.
- i) Enclosures for Motors, Switches, and Other Electrical Compartments shall be for all actuators on this Project:
 1. In Class 1, Division 1 or Division 2, classified areas or where indicated in the Motorized Operator Schedule: NEMA 7 and NEMA 6 submersible to IP68 (20 meters for 10 days).
 2. Terminal compartment shall have three threaded cable entries as a minimum. Provide additional threaded entries if required or indicated on the Drawings.
4. Controls:
 - a) Coordinate requirements with P&IDs, electrical schematics, and electrical and controls specifications.
 - b) Voltage Transformer:
 1. As required to step down power supply to control voltage.
 2. Size voltage transformer to provide 24VDC or 120 VAC control power, for customer signals, indication and interlock relays as needed with 25 percent spare capacity or 15 VA, whichever is greater, for the multi-turn actuator.

- c) Control Station:
 - 1. Integral with operator. Enclosures shall be:
 - (1) In Class 1, Division 2 classified areas or where indicated in the Motorized Operator Schedule: NEMA 7 and NEMA 6 submersible to IP68.
 - 2. Provided with Following Devices:
 - (1) HAND-OFF-AUTO selector switch, lockable in the OFF position.
 - (2) OPEN and CLOSE pushbuttons.
 - (3) OPEN and CLOSE indicating lights.
- d) Torque and Turns Limitations:
 - 1. Position setting range multi-turn: 2.5 to 5,000 turns, with resolution to 7.5 deg. of actuator output. Direct drive part turn actuators: 90 degrees +/-10 degrees, with resolution to 0.1 deg. of actuator output.
 - 2. Torque setting: 40 percent to 100 percent rated torque, adjustable in 1% increments.
 - 3. Measurement of torque shall be from direct measurement of force at the output of the actuator. Methods of determining torque-using data derived from the motor such as motor speed, current, flux etc. are not acceptable.
 - 4. Actuator control shall provide the option of bypassing the torque switch setting when motor first engages load in order to inhibit torque off during gate breakaway or during starting in mid-travel against high inertia loads.
- e) Electric Circuit Diagrams:
 - 1. Identical regardless of whether gates are to open or close on torque or position limit.
 - 2. Non-intrusive calibration-adjustment and interrogation of the actuator shall be accomplished without the removal of any of the actuator's covers. Non-intrusive calibration, adjustment & interrogation will be by means of a setting tool to provide speedy interrogation capabilities as well as security. The setting tool shall be in a non-intrusive intrinsically safe watertight casing. In addition, it shall be possible to use a PDA or laptop.
- f) Valve Position/Actuator Status Indication:
 - 1. The actuator shall provide a local display of the position of the valve, even when the power supply is not present.

2. In the event of a (main) power (supply) loss or failure, the position contacts shall continue to be able to supply remote position feedback and maintain interlock capabilities.
3. Absolute position measurement should be incorporated within the actuator. The technology must be capable of reliably measuring position even in the case of a single fault. The design must be simple with the minimum amount of moving parts (no more than 5). Technologies such as LEDs or potentiometers for position measurement are considered unreliable and therefore not preferred. The position of the actuator and valve shall be updated contemporaneously, even when the power supply is not present.
4. Four contacts shall be provided which can be selected to indicate any position of the valve; Provision shall be made for the selection of a normally closed or open contact form. Contacts shall maintain and update position indication during handwheel operation when all external power to the actuator is isolated. The contacts shall be rated at 5 A, 250 VAC, 30 VDC. Provision shall be made in the design for an additional eight contacts having the same functionality. A configurable monitor relay shall be provided as standard, which can be used to indicate either Availability or Fault. The relay should be a spring return type with a Normally Open / Normally Closed contact pre-wired to the terminal bung.
5. As an alternative to providing valve position, any of the above contacts shall be selectable to signal one of the following:
 - (1) Valve Opening or Closing.
 - (2) Motor Tripped on Torque in Mid Travel.
 - (3) Motor Stalled.
 - (4) Actuator Being Operated by Handwheel.
6. For actuators in modulating service, provide a controller that will accept a 4-20 mA analog signal. Additionally, a 4-20 mA position transmitter shall be included to provide a valve position feedback. The controller shall compare the input signal with the feedback signal to produce an error signal. The controller shall cause the motor to move the valve or gate in a direction so as to reduce the magnitude of the error signal. The controller positioning accuracy shall be plus or minus 1.0 percent of travel or better. It shall be possible to adjust Dead Band (0 to 9.9 percent of travel) and a Motion Inhibit Timer (2 to 99 seconds), and select action upon loss of signal, open/close/stay put.

g) Integral Starter and Transformer

1. The reversing starter, control transformer and local controls shall be integral with the valve actuator, suitably housed to prevent breathing and condensation. The starter shall be suitable for 60 starts per hour and of rating appropriate to motor size. The controls supply transformer shall be fed from two of the incoming three phases and incorporate overload protection. It shall have the necessary tapping and be adequately rated to provide power for the following functions:
 - (1) Energizing of the contactor Coils
 - (2) 24VDC or 110V AC output for remote controls (maximum 5W/VA)
 - (3) Supply for all internal electrical circuits

h) Local Position Indication:

1. The actuator display shall include a dedicated numeric/symbol digital position indicator displaying valve position from fully open to fully close in 0.1% increments. Valve closed and open positions shall be indicated by symbols showing valve position in relation to the pipework to ensure that valve status is clearly interpreted. With mains power connected, the display shall be backlit to enhance contrast at all ambient light levels and shall be legible from a distance of at least 5m (16ft).
2. Red, green, and yellow LEDs corresponding to open, closed and intermediate valve positions shall be included on the actuator display when power is switched on. The yellow LED should also be fully programmable for on/off, blinker and fault indication. The digital display shall be maintained and updated during handwheel operation when mains power to the actuator is isolated.
3. The actuator display shall include a fully configurable dot-matrix display element with a minimum pixel resolution of 168 x 132 to display operational, alarm, configuration and graphical datalogger information. The text display shall be selectable between English and other languages such as: Spanish, German, French, and Italian. Provision shall be made to upload a different language without removal of any covers or using specialized tools not provided as standard with the actuator Local Display: Large enough to be readable from a distance of six feet when the actuator is powered up. It shall be possible to rotate the display in 90-degree increments to compensate for the actuators installed position.
4. Each actuator shall include a Data Logger to provide diagnostic information for maintenance & preventative maintenance

purposes, including torque curves for both open & close strokes. This information is to be accessed by means of a) the setting tool, b) PDA or c) laptop, and in a format that can be saved electronically or on paper and then viewed later. The software to achieve this and any updates to the software are to be supplied at no extra cost to the end user. Datalogger graphical displays should as a minimum be able to display log and trend graphs on the local LCD for the following:

- 1) Torque versus Position
 - 2) Number of Starts versus Position
 - 3) Number of starts per hour
 - 4) Dwell Time
 - 5) Average temperature.
5. The main display shall be capable of indicating 4 different home-screens of the following configuration:
 - 1) Isolation and status
 - 2) Position and torque (analogue)
 - 3) Position and torque (digital)
 - 4) Position and demand (positioning).
5. Operation:
 - a) Controller System: Rated as follows:
 1. Open-Close Service - 60 starts per hour (minimum).
 2. Modulating Service - 1,200 starts per hour (minimum).

212-4.9.7 Source Quality Control.

1. Factory test each motorized operator assembly in accordance with AWWA C540, except as modified herein.
2. Demonstrate that the stroke time is within the specified range
3. Verify limit switch and torque switch functions in both directions.
4. Provide individual factory test certificates for each motorized actuator at no additional cost. Record the following parameters as a minimum.
 - a) No load current.
 - b) Current at maximum torque setting.
 - c) Stall current.
 - d) Torque at maximum torque setting.
 - e) Stall torque.
 - f) Test voltage and frequency.

- g) Flash test voltage.
 - h) Actuator output speed.
5. Record details of specification, such as gear ratios for both manual and automatic drive, closing direction, wiring diagram, and serial number on the test certificates.
 6. Require the motorized actuator manufacturer to submit certified statements that proof of design tests were carried out per the "Valve Actuator" section of AWWA C540 and that all requirements were successfully met.

212-4.9.8 Installation.

1. Install operators in accordance with manufacturer's instructions.

212-4.9.9 Manufacturer's Field Services.

1. Coordinate field service work with the manufacturer's representative, Agency, and Engineer prior to initiating such work.
2. Contractor shall furnish a qualified Manufacturer's Representative to provide manufacturer's field services equivalent to four (4) hours at each individual electric motor actuator.
3. Require manufacturer's representative to perform the following services as described below. The specified durations are the minimum required time on the job site. Additional services and/or longer durations shall be provided as needed at no cost to the Agency to meet the required quality of work.
 - a) Installation Assistance:
 1. Advise/observe the Contractor on the installation of motorized operators.
 2. Check and verify that installation of the motorized operators is in accordance with the Drawings and manufacturer's installation instructions.
 3. Provide additional assistance as required.
 - b) Provide a 2-year warranty from date of start-up by the actuator manufacturer's authorized technician.
 - c) Training: Manufacturer's representative shall provide Agency personnel a minimum of four (4) hours of classroom time to review the operation and maintenance of the electric motor actuators installed as part of this project. This classroom time is in addition to the field time noted earlier.

212-4.9.10 Commissioning Kit.

1. Each actuator shall be supplied with a start-up kit comprising installation instruction manual, electrical wiring diagram and cover seals to make good any site losses during the commissioning period. In addition, sufficient actuator commissioning tools shall be supplied to enable actuator set up and adjustment during valve/actuator testing and site installation commissioning.

ADD:**212-5.3.4 Resilient Seated Eccentric Plug Valves.****Scope of Work.**

Furnish all required labor, materials, tools, apparatus and equipment for the installation of all valves and auxiliary equipment as shown on the Drawings, described in the Specifications, and required for satisfactory operation, including all miscellaneous items incidental to the work.

Quality Assurance

1. Provide services of factory trained service engineers specifically trained on equipment specified as required to properly install and make ready for operation all valves 4-inches and larger.
2. References
 - a) ASTM A48-76, Specification for Gray Iron Castings.
 - b) ASTM A126-73 (1979), Standard Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - c) ASTM A536-80 Specification for Ductile-Iron Castings.
 - d) AWWA C-506 Backflow Preventer Devices.
 - e) AWWA C-508 Swing Check Valves for Waterworks Service.
 - f) AWWA C-509 Resilient Seat Gate Valves for Water Supply Service
 - g) AWWA C-550 Protective Interior Coatings for Valves and Hydrants.
 - h) ANSI B16.1-1975, Standard for Cast-Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250 and 800.
 - i) ANSI B16.4, Stainless Steel Body and Carbon Steel Bonnet, Drilled Flange, 150.
 - j) ANSI B16.10-1973, Face-to-Face and End-to-End Dimensions of Ferrous Valves.

Submittals

1. Submit complete manufacturers drawings of all valves and operators, sufficient for detailed examination of construction, for approval. Any deviations from the specifications shall be indicated as such, with an explanation of the deviation.

General

1. Plug valves shall be fitted with an electric motor actuator with manual override using a handwheel. See motor actuator specifications in another section.
2. Where bronze is used in contact with water or sewage, provide grades resistant to dezincification.
3. All flanged valves to conform to ANSI B16.10 face-to-face dimensions where applicable, unless otherwise approved.

4. All flanges in conformance with ANSI B16.1.
5. All valves shall have Type 316 stainless steel nuts, bolts, and washers.

Plug Valves

1. Plug Valves shall be non-lubricated, eccentric type with resilient plug facing.
 - a) Valve body and bonnet shall be of cast iron ASTM A126 Class B with bolted bonnets, suitable for working pressure of 150 psi WOG.
 - b) Plugs shall be faced with natural or neoprene rubber. Valves shall have raised machined seats of minimum 90 percent pure nickel welded into the body. Valve ports shall be rectangular, 80 percent port.
 - c) Valves shall be furnished with replaceable, sleeve type metal bearings conforming to AWWA C504, Section 3.6. Bearings shall be of sintered, oil impregnated and permanently lubricated type 316 ASTM A743 Grade CF-8M or AISI Type 317L stainless steel in 2"-36" sizes. Non-metallic bearings shall not be acceptable.
 - d) Packing shall be adjustable from the exterior of the valve without removing the actuator. Shaft seals shall conform to AWWA C504, Section 4.2.7. Valve with O-ring or self-adjusting U-cups shall not be acceptable.
 - e) All exposed nuts, bolts, springs, washers, etc., shall be Type 316 stainless steel.
 - f) Provide valves with local open/close position indication.
 - g) Installation of valves shall be in conformance with manufacturer's written instructions.

Shop Painting

1. INTERIOR LINING: Valves 4 inches and larger shall be lined as specified herein, except for seating areas, and bronze and stainless steel components. Sandblast surfaces in accordance with SSPC-SP-10 (near white blast cleaning). Remove all protuberances which may produce pinholes in the lining. Round all sharp edges to be lined. Remove any contaminants which may prevent bonding of the lining. Line interior ferrous surfaces using one of the following methods:
 - a) Apply powdered thermosetting epoxy per the manufacturer's application recommendations to a minimum thickness of 12 mils. Use 3M, Inc. Scotchkote #134 or approved equal.
 - b) Apply two coats of a high-density epoxy to a minimum dry film thickness of 12 mils total. Follow the manufacturer's application recommendations including minimum and maximum drying time between the required coats. Use 3M, Inc. Scotchkote #312 or approved equal.

- c) Apply two coats of Tnemec Series 140 (for potable water) or Series 69 (for non-potable water or sewage), or equal, to a minimum dry film thickness of 12 mils total. Follow manufacturer's application recommendations including minimum and maximum drying time between required coats.
 - d) Apply two coats of Devoe BarRust 233H epoxy, or equal, to a minimum total dry film thickness of 12 mils. Follow manufacturer's application recommendations including minimum and maximum drying time between required coats.
- 2. EXTERIOR COATING: Outside valve surfaces and other ferrous parts of equipment except machine surfaces and others obviously not to be painted and as otherwise specified hereinbefore (including referenced AWWA Standards), shall be furnished with primer coats of rust inhibitive primer compatible with the finish coats specified for field painting under this section. All machined surfaces subject to corrosion shall be coated with a rust preventative prior to shipment.
- 3. FIELD EXTERIOR COATING: Submerged or Intermittently Submerged Ferrous Metals: Interior or Exterior Exposure
 - a) SURFACE PREPARATION: SSPC-SP 10 Near-White Blast Cleaning as specified in Sections 3.02.B.2 and 3.02.B.4, or as otherwise recommended by the paint manufacturer. If proper installation of the coating system requires a more stringent surface preparation than is specified above, comply with manufacturer's requirements at no additional cost to Agency.
 - b) PRODUCT AND MANUFACTURER: One of the following shall be provided:
 - 1. Carboline:
 - (1) Primer: Carboguard 891 -- 1 coat, 3.0 - 5.0 dry mils.
 - (2) Finish: Carboguard 891 -- 2 coats, 4.0 - 6.0 dry mils per coat.
 - 2. TNEMEC:
 - (1) Primer: Series N141 Pota-Pox 80 -- 1 coat, 3.0 - 5.0 dry mils.
 - (2) Finish: Series N141 Pota-Pox 80 -- 2 coats, 4.0 - 6.0 dry mils per coat.
 - 3. Devoe:
 - (1) Primer: Devtar 5AHS -- 1 coat, 3.0 to 5.0 dry mils.
 - (2) Finish: Devtar 5AHS -- 2 coats, 4.0 - 6.0 dry mils per coat.
 - 4. Or Equal.

Shop Tests

Except as otherwise specified hereinbefore (including referenced AWWA Standards) all valves shall be shop tested as specified below.

- a) Hydrostatic Test. All metal body valves shall be given a hydrostatic shop test at a pressure of twice the valve rated working pressure, unless excepted below. The tests shall show no leaks through the valve body, nor through the valve shaft seals and end joints.
 - 1. Test plastic body valves at 150 percent of rated pressure.
- b) Leakage Test.
 - 1. Perform leakage test on all valves, at the respective valve's rated pressure. Apply pressure to the closed valve alternately in each direction.
 - 2. All valves to conform to the applicable AWWA specifications, where such specifications exist.
- c) Submit certified test reports for each tested valve for approval by the Engineer.
- d) Manufacturers
 - 1. DeZurik, Sartell, MN
 - 2. Val-Matic, Elmhurst, IL
 - 3. Or equivalent.

ADD:

212-5.5.7

Inline Internal Membrane Check Valves.

General

Wastop membrane inline check valves or approved equal shall be used as specified and as shown on the drawings.

Standard materials of construction:

Pipe: Stainless steel EN1.4301/AISI 304;

PE/PVC

Membrane: Polyurethane (PU), Silicone (MVQ)

Sealing/Gasket: EPDM

Submittals

Materials of construction and dimensional drawings of all check valves to be supplied for this project.

Product literature including installation and maintenance recommendations.

Technical specification including head loss, flow data, pressure ratings, vertical and horizontal opening pressures

Factory Testing

Inline internal membrane check valve manufacturer shall employ a quality assurance program to verify that the manufactured check valves fulfill the specified backpressure, capabilities, opening and closing pressure. All inline check valves shall be factory tested prior to delivery.

Function

Inline internal membrane check valves are to be designed to operate in different configurations using flanges, flat irons, slide muffs, joint couplings, or custom-made brackets. The check valve must be able to be installed on an inlet, or outlet, vertically, horizontally, inside existing pipes, or between two pipes.

The housing of the valve is to be of stainless steel and approximately 0.12" (3 mm) thick. The membrane is to be conical and attached to the housing along the top of the membrane and the outlet side of the housing allowing maximum flow through the membrane.

The check valve has a pulsating flow, opening and closing at the specific levels identified in the product technical information.

When the pressure on the upstream side of the valve exceeds the opening pressure, the valve opens and allows flow through the valve. At a predetermined pressure, the valve closes.

Installation

Installation shall be conducted according to the manufacturers' written instructions. All valves shall be marked with the manufacturer's name, model number, serial number, and flow direction reference.

Manufacturers

Wastop type as manufactured by Wapro AB, Sweden or approved equal.

Construction – 4" Check Valve

Housing/Tube: Rolled sheet metal (EN1.4301/AISI 304 to fit inside 4" SCH 80 pipe.

Membrane: EPDM – molded eccentric conical membrane

Maximum Backpressure: 3 feet

Fixation Material

Collar plate: Stainless steel (EN1.4301/AISI 304)

Bracket: Stainless steel (EN1.4301/AISI 304)

Nuts, bolts and washers: Stainless steel (EN1.4404 / AISI316)

Mounting tabs: Stainless steel (EN1.4404 / AISI316)

Seal / Gasket: EPDM

Construction – 6" Check Valve

Housing/Tube: Cut and lathed (PVC).

Membrane: Silicone (MVQ) – pressure moulded conical membrane

Maximum Backpressure: 9.5 feet

Fixation Material:

Collar plate: Stainless steel (EN1.4301/AISI 304)

Bracket: Stainless steel (EN1.4301/AISI 304)

Nuts, bolts and washers: Stainless steel (EN1.4404 / AISI316)

Flanges: PVC, ANSI #150

Seal / Gasket: EPDM

Design Requirements

Inline internal membrane check valve shall withstand up to 26 feet (8 meters) back pressure depending on the dimension and durometer of the membrane.

Inline internal membrane check valve membrane shall be fully closed and sealed in the normal state when no flow of water/liquid occurs through the pipe.

The internal membrane shall only cover 10 percent of the open area of the inside pipe diameter when fully open.

Inline internal membrane check valve shall not create a step inside the pipe greater than 0.25" (6.35mm).

The internal membrane shall withstand abrasives such as sand, detritus and typical chemicals found in storm water and wastewater and shall be made of the material as specified elsewhere in this section.

The Inline check valve membrane shall create a pulsating flow through the valve which flushes the pipe clean from debris such as sand, mud, sediment.

Inline internal membrane check valve installation shall be:

For 4" valves: mounted in a stainless steel housing that, during installation, is to be inserted as-is on site into a 4" PVC SCH 80 pipe.

For 6" valves: mounted in a PVC housing which matches 6" PVC SCH 80 pipe which is to be installed as a flanged section of pipe between two proposed flanged PVC pipe ends.

Inline internal membrane check valve designed with one single eccentric conical membrane with radius all around its conical periphery.

Internal membrane materials shall be resistant to microbiological attack and resistant to degradation from exposure to raw wastewater constituents as well as to oxygen, ozone and UV light.

Field Services

Inline internal membrane check valve supplier shall provide field assistance for proper installation of the valves and shall be available to provide three (3) hours of classroom training for operation and maintenance of the installed valves.

ADD: 212-5.8

Nickel Cast Iron Vertical Slide Gates.

General. Fabricated nickel cast iron heavy duty service self-contained slide gates shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the drawings, specifications, and recommendations of the equipment manufacturer. The size, quantity, gate configuration and operating conditions shall be as listed within this specification. Gate, frame, and yoke design shall conform to the latest version of AWWA C560.

Unit Responsibility: To insure compatibility of all components directly related to the slide gates, unit responsibility for the slide gates, actuators, and accessories as described in this section and other sections shall be the responsibility of the slide gate manufacturer. Attention is directed to the space requirements of the electric motor actuator for the slide gates. The contractor and manufacturer shall confirm that there will be sufficient space to mount the electric motor actuator or adjust the self-contained slide gates away from the cleanout wall to provide adequate space for the actuator. All adjustments necessary shall be considered a part of the work to be done with no additional compensation.

Manufacturers:

Waterman

Hydro Gate

Approved Equivalent

Manufacturer shall be experienced and in regular production of gates and water control equipment. Welders and procedures shall be certified according to AWS D1.6 or ASME Section IX.

The gate shall be fully shop assembled, adjusted, inspected and tested for proper operation and leakage before shipment.

Submittals

1. Submit complete manufacturers shop drawings of all slide gates and operators, sufficient for detailed examination of construction. Any deviations from the specifications shall be indicated as such, with an explanation of the deviation.
2. Materials of construction.
3. Manufacturer's operation and maintenance manuals and information.
4. Manufacturer's equipment warranty.
5. Affidavit of Compliance with AWWA C560 and the specifications.

Materials. Materials used in construction of gates shall be of type best suited for the application and shall conform to the following specification requirements. Ni-Resist Cast Iron shall have a minimum of 22 percent nickel content.

- | | | |
|----|---------------------------------|--|
| 1. | Frame, Slide, and Wall Thimbles | Ni-Resist Cast Iron ASTM A436 Type 2 or 2B |
| 2. | Yokes | Ni-Resist Cast Iron ASTM A436 Type 2 or 2B |
| 3. | Seats | Naval Bronze ASTM B21 Alloy 48200 |
| 4. | Flush Bottom Seals | Neoprene |
| 5. | Stems | Stainless Steel ASTM A276 AISI Type 2205 |
| 6. | Stem Guides | Ni-Resist Cast Iron ASTM A436 Type 2 or 2B |
| 7. | Wall Brackets | Ni-Resist Cast Iron ASTM A436 Type 2 or 2B |
| 8. | Fasteners and Anchor Bolts | Duplex Stainless Steel |
| 9. | Finish | Factory Finish |

Gate Construction

1. Slide- The slide shall be a weldment of plate with integrally formed reinforcements at top and bottom with welded-on interior reinforcements. A stem block connection shall be used for non-rising stem applications. All edges and corners shall be radiused and polished for smooth operation within the guide seal assembly. Provision shall be provided for attaching stems to the gate with a clevis-type connection.
2. Frame- The frame shall be of flange type design for mounting on anchor bolts and grout pad. Size and spacing of anchor bolt holes shall be suitable for the operating conditions of the gate. Spacing shall not exceed 12". The frame shall be wall-mounted of self-contained design. The frame shall be sufficiently rigid to transfer hydrostatic loads to the gate anchorage. The frame shall positively retain the polymer guide/seal strip or the neoprene loading pad on studs welded to it. Non-loosening (prevailing torque) fasteners shall be used on the gate guide assembly. The guide seal assembly shall be field adjustable and replaceable. The length (vertical height) of the guide shall retain at least 1/2 of the slide height in the full open position.
3. Guide/Seal Assembly- Guide seal shall be special milled or molded polymer to positively retain the slide and form a tight seal on face plate edge. Sealing shall be accomplished by the pinching action of the polymer guide/seal or by the elastomer loading pad and the fastener cover bar system. Engagement of slide into guide groove shall be 7/8" nominal.
4. Top Seal- The top seal shall be specially milled or molded shape securely attached to the frame. It shall have an elastomer loading pad or resilient compression cord to ensure contact with the slide plate. Corners or intersections of seals and loading pads shall be interlocked and sealed for leak- proof joint.

5. Flush Bottom Closure- Rectangular solid section neoprene seal shall be attached to frame horizontal member. Sealing action shall be against lower edge of slide plate.

Gate Design Parameters

1. Design in accordance with AWWA C560 – Cast Iron Slide Gates.
2. NSF 61 compliance is not required.
3. Gates will be normally closed, and will be operated fully closed or fully open.
4. Gates shall all be of the non-rising stem design.
5. Number of slide gates:
 - a) 48" x 48" – three
 - b) 24" x 24" – one
 - c) 18" x 18" – three
 - d) See drawings for location of slide gates and additional installation constraints.
6. Seating head for all gates shall be 13 feet. Unseating head for all gates shall be 9 feet.
7. Each gate shall be operated by an electric motor operator with a manual handwheel bypass.

Shop Testing

1. The completely assembled gate and hoist shall be separately shop-operated for each slide gate to insure proper assembly and operation.
2. Each gate shall be adjusted to the AWWA C560 standard (or better) for clearance between the frame and cover seating surfaces.
3. Each gate shall be inspected and approved for shipment by a qualified shop inspector.

Installation

1. Installation of the slide gates shall be performed in accordance with standard industry practices and in strict accordance with the gate manufacturer's instructions.
2. The Contractor shall handle, store, and protect from damage the slide gates in accordance with the manufacturer's recommendations and written instructions.

3. The gate frames shall be installed in a true vertical plane, square and plumb, with no twist, convergence, or divergence between the vertical legs of the guide frame.
4. The Contractor shall fill any void between the guide frames and the structure with non-shrink grout as shown on the manufacturer's installation drawings and recommendations and in accordance with the grout manufacturer's recommendations.

Field Testing

After installation, all slide gates will be field tested fully open and fully closed in the presence of the Resident Engineer to ensure that all items of equipment are in full conformance with the specifications and that the slide gate operation is acceptable.

The Contractor shall devise a system by which the slide gates can be field tested to confirm that leakage does not exceed the specified allowable leakage rate per AWWA C560.

ADD: 212-5.9

Coplastix Slide Gates – Acceptable Alternate Slide Gates

General

Furnish all labor, materials, tools and equipment necessary to install and test all slide gates, consisting of, but not limited to frames, discs, seals, stems, operators, floor stands, stem guides, anchorage, and all other appurtenances, in place and complete, as manufactured by:

Alfa Laval, Inc., Houston, Texas. (800) 362-9041.

Unit Responsibility: To insure compatibility of all components directly related to the slide gates, unit responsibility for the slide gates, actuators, and accessories as described in this section and other sections shall be the responsibility of the slide gate manufacturer. Attention is directed to the space requirements of the electric motor actuator for the slide gates. The contractor and manufacturer shall confirm that there will be sufficient space to mount the electric motor actuator or adjust the self-contained slide gates away from the cleanout wall to provide adequate space for the actuator. All adjustments necessary shall be considered a part of the work to be done with no additional compensation.

1. All gates shall be fully assembled in their frames except for operators, guides, stem-extension, and stem covers or concrete-mounted pedestals. Where shipping constraints require it, frame may be partially assembled such that the top may be easily mounted to the bottom containing the disc.
2. Where square-to-circular or bell-lip conversion is required, the Contractor shall provide a bell-end pipe insert of suitable diameter and water stop.

3. P-Bulb or J-Bulb type seals attached to the Disc / mounted to the frame, or any seal that needs replacement in less than 20 years shall not be acceptable. No part of the seal shall protrude into the clear opening.
4. All slide gates shall be supplied by the same manufacturer, who shall be fully experienced, reputable, and qualified in the manufacturing of the specified equipment. The manufacturer of the specified equipment will have built specified equipment and show installations in the US both in excess of ten (10) years.

Submittals

1. Certified shop and erection drawings and data regarding slide gates and operators, sufficient for detailed examination of construction. Any deviations from the specifications shall be indicated as such, with an explanation of the deviation. Literature on drawings describing the equipment and showing critical details of construction and equipment dimensions.
2. Materials of construction.
3. Verification of current density, mA per square foot, for design of the zinc anode cathodic protection system for the slide gate frame.
4. Manufacturer's operation and maintenance manuals and instructions for each type of slide gate.
5. Slide gate installation instructions.
6. Manufacturer's equipment warranty.
7. Affidavit of Compliance with AWWA C563 and the specifications.

Applicable Publications

The following publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.

1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS. D635-81 Test Method for Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position D648-82 Test Method for Deflection Temperature of Plastics Under Flexural Load NASA CR-1457, "Manual for Structural Stability Analysis of Sandwiched Plates and Shells" et al.
2. AMERICAN WATER WORKS ASSOCIATION (AWWA) C563 Standard for Composite Slide Gates.

Warranty and Guarantee

The Manufacturer shall guarantee the slide gates, when installed and operated as recommended by the Manufacturer, trouble-free operation for a period of ten (10) years. If the Owner or Engineer is not completely satisfied with the performance of

the product, the Manufacturer shall remedy the problem at no cost or refund the materials and installation cost upon the return of the equipment. The Manufacturer shall guarantee the following:

1. Leakage shall be no more than that allowed by the AWWA C563 Standard during the guarantee period.
2. Door (disc) shall be free of sticking or binding as judged by the Engineer (move freely via operator provided) with no exercising required. Gate operators are to be warranted by the operator manufacturer per their standard warranty.
3. No exception or revision shall be taken to the warranty.

Gate Design Parameters

1. Design in accordance with AWWA C563 – Fabricated Composite Slide Gates.
2. NSF 61 compliance is not required.
3. Gates will be normally closed, and will be operated fully closed or fully open.
4. Gates shall all be of the non-rising stem design.
5. Number of slide gates:
 - a) 48" x 48" – three
 - b) 24" x 24" – one
 - c) 18" x 18" – three
 - d) See drawings for location of slide gates and additional installation constraints.
6. Seating head for all gates shall be 13 feet. Unseating head for all gates shall be 9 feet.
7. Each gate shall be operated by an electric motor operator with a manual handwheel bypass.

Performance Requirements

Slide gates: Shall be designed for the seating and unseating heads as listed in the gate schedule. Slide gates shall exceed the standard of AWWA C563. Exceeding the conformance to AWWA C563 applies to discs and frames with a safety factor of five (5) with regard to tensile, compressive and shear strength and with the requirement that all gates will yield no more leakage than shown in Section 6.8 (AWWA) Field Leakage Test. Materials of construction shall be suitable for the environment in which the slide gates shall be installed and operated.

Frames: Carbon Steel that is Flame Sprayed with 100% pure zinc (4 to 6 Mils) & Epoxy Coated (min. 14 mils DFT) with a 5/16" minimum metal thickness for all items. Frames are wall or recessed mounted using a 1" nominal grout; no thimbles or flanges are needed or included.

Ribbon zinc anode protection around the perimeter of the frame shall be secured by copper fittings. Zinc anode protection shall be designed for a 25-year service life assuming a current density of 12.0 mA per square foot. Field testing shall be performed by the manufacturer to confirm current density before shop drawings are prepared.

Slide (Disc): Shall be constructed with a reinforced rigid composite skin, having a minimum thickness of 1/8-inch on the outside. Slide (disc) shall have an internal matrix of carbon steel of suitable strength for the specified service. The total minimum slide thickness should not be less than 2". The slide (disc) outer surface skins shall be a homogeneous plastic material having extremely high tensile and impact strength, be nontoxic and shall be stabilized against ultraviolet light. The plastic material shall be an Aramid fiber from the KEVLAR family of fibers, and shall have the following minimum properties and shall be designed to limit the deflection to a maximum of 1/1000 of the span under design head conditions based upon horizontal support members only. Manufacturer shall submit drawings and comprehensive design criteria to substantiate that the required deflection figure for each door has been achieved. Safety factors shall be calculated for the disc under maximum head, and shear at the disc/seal interface. No substitute of fiber type will be acceptable.

FRP, GRP, plastic coated steel or externally reinforced slide (disc) shall not be acceptable. All welds on the slide shall be continuously welded and no stitch welding to be allowed.

Properties Table:

Tensile Strength	15,400
Young's Modulus	1,756,000 psi
Flexural Strength	28,000 psi
Flexural Modulus	1,497,000 psi
Compressive Strength	30,200 psi
Impact Strength	9.65 ft-lb/in
Water Absorption	0.09 %
Specific Gravity	1.72
Coefficient of Thermal Expansion	1.6 x 10 ⁻⁵ per C
Heat Distortion Point	80 degrees C ASTM D648
Low Temperature Impact Strength	93% @ -20 C
Notch Sensitivity	Not notch sensitive
Weathering Properties	Excellent
Fire Resistance	Class 1 Spread of Flame, Rating BS476: Part 1: 1953 self-extinguishing, ASTM D635 - 56R
Chemical Resistance	Organics, Alkaline, Ozone (2 to 3 PPM)

Rigid Polyurethane foam shall be used as filler between the steel grid reinforcing system and shall be a minimum of 7 lb density/cu.ft.

Seals: The sealing arrangement for the reinforced plastic slide gates shall comprise of sealing faces and side guides constructed of ultra high molecular weight polyolefin having an extremely low coefficient of friction and a backing constructed of highly resilient expanded neoprene. Guides and seating of the gate shall be easily adjustable (min. 5/8-inch). All moving contact surfaces shall be compatible to each other there by minimizing sticking / jamming and making the operation easy. Leakage rates shall be one-half (½) that allowed by AWWA C563.

Fasteners: Shall be silicon bronze. All assembly bolts, screws, nuts, etc. shall be of ample section to safely withstand the forces created by operation of the gate while subjected to the heads specified. Epoxy anchor rods, material of anchor rod to be Monel 400.

Stems: All stems shall be the non-rising types. The entire stem, including extension stem, shall be Type 400 Monel solid bar. The sections of extension stems shall be joined together by solid couplings, threaded and keyed to the stems. All couplings of the same size shall be interchangeable.

Stems shall be furnished with adjustable, monel stem guides, spaced as necessary to maintain a slenderness ratio L/R of less than 200. Stems shall be of ample cross section to prevent distortion and shall have stub acme threads. Stems shall be designed to withstand tensile and compressive loads that occur under maximum operating conditions. Design for compressive loading shall meet AISC code where K=1 with a minimum safety Factor of 2 to 1. These requirements exceed AWWA standards. Stems shall be cold rolled or cut with a double start stub acme thread and a finish of 32 microns or less.

Stems shall be fixed to the disc by a threaded and keyed assembly into a Monel lifting nut attached to the disc in a Monel lifting bracket, which is bolted to the disc. The bolts securing the bracket shall be in tension and not shear. Bolts in shear will not be acceptable as they will bind against the outer material causing stress.

Shop Testing

1. The completely assembled gate and hoist shall be separately shop-operated for each slide gate to insure proper assembly and operation.
2. Each gate shall be adjusted to the AWWA C563 standard (or better) for clearance between the frame and cover seating surfaces.
3. Each gate shall be inspected and approved for shipment by a qualified shop inspector.

Installation

1. Installation of the slide gates shall be performed in accordance with standard industry practices and in strict accordance with the gate manufacturer's instructions.

2. The Contractor shall handle, store, and protect from damage the slide gates in accordance with the manufacturer's recommendations and written instructions.
3. The gate frames shall be installed in a true vertical plane, square and plumb, with no twist, convergence, or divergence between the vertical legs of the guide frame.
4. The Contractor shall fill any void between the guide frames and the structure with non-shrink grout as shown on the manufacturer's installation drawings and recommendations and in accordance with the grout manufacturer's recommendations.

Inspection and Field Testing

Furnish the services of a factory representative for one (1) day who has complete knowledge of proper operation and maintenance to inspect the final installation and supervise a test run of the equipment.

After installation, all slide gates will be field tested fully open and fully closed in the presence of the Resident Engineer to ensure that all itmes of equipment are in full conformance with the specifications and that the slide gate operation is acceptable.

The Contractor shall devise a system by which the slide gates can be field tested to confirm that leakage does not exceed one-half (1/2) the specified allowable leakage rate per AWWA C563.

If gates, operators, and appurtenances do not meet specified requirements, corrective measures shall be taken by the Contractor, or the equipment shall be removed and replaced with equipment that satisfies the conditions specified.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Imported Trench Backfill. To the "GREENBOOK", First paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Imported trench backfill shall be trench backfill material imported from outside the Work site. Imported trench backfill material shall conform to Section 202-2.2 Crushed Aggregate Base and shall be Class 2 Aggregate Base.

ADD:

SECTION 219 – SUBMERSIBLE SOLIDS HANDLING PUMPS AND MOTORS

219-1 SUBMERSIBLE SOLIDS HANDLING PUMPS AND MOTORS.

General.

1. Contractor shall furnish all labor, materials, equipment and incidentals required to provide solids handling submersible centrifugal pumps as specified herein.

2. Pump shall be equipped with stainless steel nameplate, stating the unit is accepted for use in NEC class 1, division 2, hazardous locations.
3. Manufacturer:
 - a) Pentair Hydromatic
 - b) Zoeller Company
 - c) Approved Equivalent

Operating Conditions

1. Each pump shall be rated 5 HP, 240 volts, three phase, 60 hertz, and 1,750 RPM. The unit shall produce 210 U.S. GPM at 36 feet TDH, with a minimum pump efficiency of 48%. The pump shall be capable of handling a minimum 2.5" spherical solid. The pump shall be non-overloading throughout the entire range of operation without employing service factor. The pump shall reserve a minimum service factor of 1.20. The performance curve submitted for approval shall state in addition to head and capacity performance, the pump efficiency, solid handling capacity, and reflect motor service factor.

Construction

1. The pump shall be a centrifugal, solids handling, submersible, wastewater type. The pump volute, motor and seal housing shall be high quality gray cast iron, ASTM A-48, Class 30. The pump discharge shall be fitted with a 4" standard ASA 125 lb. flange, faced and drilled. All external mating parts shall be machined, and Nitrile O-ring sealed on a beveled edge. All mating surfaces shall be flame-proof joints with special labyrinth joint to prevent a flame or spark to travel to the media being pumped. Gaskets shall not be acceptable. All fasteners exposed to the pumped liquids shall be 300 series stainless steel.

Electrical Power Cord

1. Electrical power cord shall be SOOW, W, or GGC, water resistant 600V, 90°C, UL and CSA approved and applied dependent on amp draw for size.
2. The pump shall be triple protected with a compression fitting and two epoxy potted areas at the power cord entry to the pump. A separation between the junction box area of the pump and the motor by a stator lead sealing gland or terminal board shall not be acceptable.
3. The power cable entry into the cord cap assembly shall first be made with a compression fitting. Each individual lead shall be stripped down to bare wire at staggered intervals, and each strand shall be individually separated. This area of the cord cap shall then be filled with an epoxy compound potting which will prevent water contamination to gain entry even in the event of wicking or capillary attraction.
4. The connection box wiring shall be separated from the motor housing wiring by stripping each lead down to bare wire, at staggered intervals, and

separating each strand. This area shall be filled with an epoxy compound potting. Fiberglass terminal boards, which are subject to heat fatigue and cracking and which may lead to possible leaks, shall not be acceptable.

5. The cord cap assembly where bolted to the connection box assembly and the connection box assembly where bolted to the motor housing shall each be sealed with a Nitrile O-ring on a beveled edge to assure proper sealing.

Motor

1. The stator, rotor and bearings shall be mounted in a sealed submersible type housing. The stator windings shall have Class F insulation (155°C or 311°F) or Class H insulation (180°C or 356°F) and a dielectric oil-filled motor, NEMA B design. Further protection shall be provided by using on-winding thermal sensors. Air-filled designs shall not be acceptable.
2. The pump and motor shall be specifically designed so that they may be operated partially or completely submerged in the liquid being pumped. Dependence upon, or use of, water jackets for supplemental cooling shall not be acceptable.
3. Stators shall be securely held in place with a removable end ring and threaded fasteners so they may be easily removed. No special tools shall be required for pump and motor disassembly.
4. Pump shall be equipped with heat sensors. The heat sensor shall be a low resistance, bi-metal disc that is temperature sensitive. It shall be mounted directly on the stator windings and sized to open at 120°C and automatically reset at 30–35°C differential. The sensors shall be connected in series with motor starter coil so that the starter shall be equipped with 3 leg overload heaters making all normal overloads protected by the starter.

Bearings And Shaft

1. An upper radial bearing and a lower thrust bearing shall be required. These shall be heavy-duty single row ball bearings that are permanently lubricated by the dielectric oil that fills the motor housing. Double row, sealed grease packed bearings shall not be acceptable. Bearings that require lubrication according to a prescribed schedule shall not be acceptable. The upper radial bearing and lower thrust bearing shall have a minimum B-10 life of 50,000 hours.
2. The shaft shall be machined from a solid 400 series stainless steel forging and be a design that is of large diameter with minimum overhang to reduce shaft deflection and prolong bearing life.

Seals

1. The pump shall have two mechanical seals, mounted in tandem, with an oil chamber between the seals. Type 21 seals shall be used with the rotating seal faces being carbon and the stationary seal faces to be ceramic. The lower seal

shall be replaceable without disassembly of the seal chamber and without the use of special tools. Pump-out vanes shall be present on the backside of the impeller to keep contaminants out of the seal area. Units that require the use of tungsten-carbide seals or foreign manufactured seals shall not be acceptable.

2. The pump shall be equipped with a seal leak detection probe and warning system. This shall be designed to alert maintenance personnel of lower seal failure without having to take the unit out of service for inspection or requiring access for checking seal chamber oil level and consistency.
3. There shall be an electric probe or seal failure sensor installed in the seal chamber between the two tandem mechanical seals. If the lower seal fails, contaminants that enter the seal chamber shall be detected by the sensor, which sends a signal to operate the specified warning device.
4. Units equipped with opposed mechanical seals shall not be acceptable.

Impeller

1. Impeller shall be of the mono-vane or two-vane, enclosed solids handling design and have pump-out vanes on the front and backside of the impeller to prevent grit and other materials from collecting in the seal area. Impeller shall not require coating. Because most impeller coatings do not remain beyond the very early life of the impeller, efficiency and other performance data submitted shall be based on performance with an uncoated impeller. Attempts to improve efficiency by coating impeller shall not be acceptable.
2. Impellers shall be dynamically balanced. The tolerance value at 1,750 rpm shall be 0.02 in. – oz./lb. of impeller weight according to the International Standard Organization grade 6.3 for rotors in rigid frames. The tolerance is to be split equally between the two balance planes that are the two impeller shrouds.
3. The impeller shall be threaded shaft or tapered shaft and key driven. A 300 series stainless steel washer and impeller bolt shall be used to secure the impeller to the shaft for both threaded and tapered shafts. Straight end shafts for attachment of the impeller shall not be acceptable.

Casing

1. The casing shall be of the end suction volute type having sufficient strength and thickness to withstand all stress and strain from service at full operating pressure and load. The casing shall be of the centerline discharge type equipped with an automatic pipe coupling arrangement for ease of installation and piping alignment. The design shall be such that the pumps will be automatically connected to the discharge piping when lowered into position with the guide rails. The casing shall be accurately machined and bored for register fits with the suction and casing covers.
2. A volute case wear ring shall be provided to minimize impeller wear. The wear ring shall be 85-5-5 red brass or 80-10-10 bronze, ASTM-B43 and held by 300

series stainless steel fasteners. The wear ring shall be easily replaceable in the field. Wear rings of any other material shall not be acceptable.

Serviceability

1. The complete rotating assembly shall be capable of being removed from the volute without disturbing the suction piping, discharge piping, and volute. The motor housing, seal housing with seal plate and impeller still attached to the shaft shall be capable of being lifted out of the volute case from the top as one assembly.

Support

1. Though the pump may not require feet to support the unit while installed, the pump volute must have feet to support the unit when removed for service. Units that do not have feet upon which the unit can be supported when removed for service shall not be acceptable.

Testing

1. Field testing shall be required and include the following:
 - a) The pump shall be visually inspected to confirm that it is built in accordance with the specification as to the horsepower, voltage, phase and hertz.
 - b) The motor seal and housing chambers shall be meggered for infinity to test for content or insulation defects.
 - c) Pump shall be allowed to run dry briefly to check for proper rotation.
 - d) Pumping capacity shall be checked by means of measuring wet well drawdown over time to confirm that minimum pumping capacity for each pump is as specified.

Paint

1. Pump impeller and volute shall be factory epoxy coated minimum 10 mils thickness.
2. The pump shall be factory painted with waterborne hybrid acrylic/alkyd paint. This custom engineered, factory applied, quick dry paint shall provide superior levels of corrosion and chemical protection.

Stainless Steel Pipe Rail Mounting System and Appurtenances

1. The stainless steel pipe rail system shall include a discharge base elbow, hydraulic sealing flange, guide rail connector, and piping. ancillary equipment associated with the pumps are a float mounting bracket, lifting cable, and level control floats.
2. The design of the rail mounting system shall be such that the pumping units shall be automatically connected to the discharge piping when lowered into place on the discharge connection. The pump shall be easily removable for

inspection or service without the need for removal of nuts, bolts, or other fasteners, and without the need for personnel to enter the wet well.

3. A sealing flange shall be mounted on each pump discharge. said sealing flange shall be compatible with the base elbow flange and when the two flanges are mated they shall create a liquid-tight seal.
4. A discharge base elbow shall be furnished for each pump and shall rest squarely on the floor of the pump well and be securely anchored to the floor. The base elbow shall be equivalent to 4" ductile iron or steel piping in size and be designed to mate with a mating flange connected to the discharge port of the pump. The base elbow shall be lined and coated with 10 mils fusion bonded epoxy.
5. Dual 316 stainless steel guide rails shall be used to direct the pump in proper alignment with the stationary discharge piping. Each rail shall be one piece and connected between the access frame and the base elbow. Guide rail supports, anchors, fasteners, and other hardware shall be 316 stainless steel.
6. Each pumping unit shall be provided with a 316 stainless steel lifting chain of sufficient strength for the size of pump. The lifting chain shall be of sufficient length to extend from the pumping unit at one end to the top of the wet well at the other end and include sufficient slack so as to be able to be extended above the outside top of the wet well at least 6 feet. The wet well access frame shall include a 316 stainless steel hook to attach the lifting chain when not in use.
7. A 316 stainless steel float mounting bracket shall be provided. float mounting bracket shall provide strain relief to hold level control cords and allow adjustment of level controls to desired pumping and alarm levels. Continuous cords are to run from pumps and level controls to the control panel. No splices shall be made in wiring. Float mounting bracket shall be fabricated from 316 stainless steel. Float mounting bracket shall attach to access hatch frame at the top of the wet well with 316 stainless steel fasteners. A dielectric spacer should be installed between the aluminum access frame and float mounting bracket.
8. The pipe, valves, and fittings shown in the drawings shall be provided either by the pump equipment supplier or by the contractor.

Pump Station Operation And Maintenance Manual

1. After successful field testing, start-up, and acceptance of the storm water pump system, the contractor shall prepare an operation and maintenance manual.
2. The operation and maintenance manual shall consist of all the pump station system approved submittals including the pumps, motors, rail system, wet well, hatches, valving, piping, control panel, and any other associated equipment. To these project submittals shall be added individual equipment operation, maintenance, and trouble-shooting manuals as provided by the manufacturer of each individual equipment item. The individual equipment

manuals shall include, but not be limited to, such information as manufacturer's contact information, equipment lubrication, system control diagrams, operating procedures, preventative maintenance recommendations, parts list, and exploded views.

3. Individual equipment warranties shall be included in the operation and maintenance manual.
4. Two hardcopies and a pdf file on dvd or usb flashdrive of the operation and maintenance manual shall be provided. Hardcopies shall be three-hole punched and provided in three-ring binders.
5. Operation and Maintenance Manual contents shall be in color, neat and clearly legible. Where a data sheet may describe several varieties of a similar equipment model, the specific model used in the pump station system shall be highlighted or otherwise noted in some way. Extraneous information shall be crossed out or otherwise annotated or eliminated.

Pump Station Field Testing

1. Field tests shall be performed by the contractor under the instruction of the pump manufacturer's field service representative.
2. Field tests shall be conducted using potable or recycled water.
3. A minimum of one (1) day of field service shall be provided by an authorized factory trained representative of the package pump station manufacturer. Service shall include but not be limited to inspection of the completed installation to ensure it has been performed in accordance with the manufacturer's instructions and recommendations, and supervision of all field testing, and activation of the manufacturer's warranty. the contractor shall be responsible for coordinating the required field services with the pump manufacturer.
4. Field testing shall verify that the pumps, the control panels, and the ancillary equipment operate as specified under high level, low level, and pump fail conditions. Pump station testing shall verify that automatic pump alternation occurs.

219-2

GRAVITY VAULT SUMP PUMPS

Sump Pump

1. Pump shall be of the centrifugal type with an integrally built in submersible type motor. Discharge shall be 1-1/2" NPT. Pump shall be capable of passing a full 3/4" diameter solid. Motor shall be UL listed for Class 1, Div. 1, Group D.
2. Manufacturers:
 - a. Myers Model SX50H-21PS
 - b. Zoeller Model DX161
 - c. Approved Equivalent

Operating Conditions

1. Pump shall have a capacity of 60 gpm at a total head of 18 feet and shall use a 1/2 HP motor operating at 1750 RPM.

Motor

1. Pump motor shall be of the submersible type rated 1/2 horsepower at 1750 RPM. Motor shall be for single phase 230 volts. Single phase motors shall be of the permanent split capacitor type, NEMA N.
2. Stator winding shall be of the open type with Class B insulation good for 130°C (266°F) maximum operating temperature. Winding housing shall be filled with a clean high dielectric oil that lubricates bearings and seals and transfers heat from windings and rotor to outer shell. Air-filled motors shall not be considered equal.
3. Motor shall have two heavy duty ball bearings to support pump shaft and take radial and thrust loads and a sleeve guide bushing directly above the lower seal to take radial load and act as flame path for seal chamber. Ball bearings shall be designed for 50,000 hours B-10 life. Stator shall be pressed into motor housing.
4. A heat sensor thermostat shall be attached to top end of motor winding and shall be connected in series with the magnetic contactor coil in control box to stop motor if motor winding temperature reaches 221°F. Thermostat to reset automatically when motor cools.
5. The motor pump shaft shall be of 416 stainless steel threaded to take pump impeller.

Seals

1. Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell.
2. Seal face shall be carbon and ceramic and lapped to a flatness of one light band. Seals shall have stainless steel parts.
3. A double electrode shall be mounted in the seal chamber to detect any water entering the chamber through the lower seal. Water in the chamber shall cause a red light to turn on at the control box. This signal shall not stop motor but shall act as a warning only, indicating service is required.

Pump Impeller

1. The pump impeller shall be of the recessed vortex type to provide an open unobstructed passage through the volute for solids. Impeller shall be of cast iron and shall be threaded onto stainless steel shaft.

Pump Case

1. The pump case shall be designed for a recessed vortex impeller and have unobstructed passageways to handle full spherical solids. The pump volute shall be constructed of Class 30 gray cast iron.

Motor Castings

1. The motor housing castings shall be high tensile strength Class 30 gray cast iron.

Corrosion Protection

1. Pump impeller and volute shall be factory epoxy coated minimum 10 mils thickness. All fasteners to be 300 series stainless steel.

Bearing End Cap

1. Upper motor bearing cap shall be a separate casting for easy mounting and replacement.

Power Cables

1. Power cord and control cord shall be double sealed. The power and control conductor shall be single strand sealed with epoxy potting compound and then clamped in place with rubber seal bushing to seal outer jacket against leakage and to provide for strain pull. Cords shall withstand a pull of 300 pounds to meet UL requirements.
2. Insulation of power and control cords shall be type SOOW. Both control and power cords shall have a green carrier ground conductor that attaches to motor frame.

Painting

1. Provide factory-applied exterior coating consisting of a minimum of 6 mils liquid epoxy coating.

SECTION 300 – EARTHWORK

300-2.1 General. To the “GREENBOOK”, ADD the following:

Excavate to the contours, elevations, and dimensions indicated on the plans. The existing beach contours are variable.

300-3.2 Cofferdams. To the “GREENBOOK”, ADD the following:

Submit shop drawings for cofferdam construction. Include construction methods and calculations with the shop drawings. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State. The contractor should only install the amount of temporary cofferdams within the beach

areas that are necessary to complete construction activities of one outfall at a time to limit impacts to the beach. The contractor shall reuse cofferdam materials for the other cofferdam systems when feasible if the integrity of the material is not compromised.

300-3.7 Payment. To the "GREENBOOK", ADD the following:

The installation and removal of the temporary cofferdam systems shall be in accordance with Section 300-3.2 Cofferdams where necessary by the contractor to complete work within the beach areas. The payment for the Cofferdam System shall be paid for at the Contract Unit Price per lump sum and included in the Bid Item for "**Cofferdam Systems**", which shall include installation and removal of temporary cofferdams.

300-4.1 General. To the "GREENBOOK", ADD the following:

Fill and backfill to the contours, elevations, and dimensions indicated on the plans. The existing beach contours are variable. The intent of the placement is to extend the existing shoreline along Mariners Basin in the vicinity of San Fernando Place by the distance indicated on the plans, to accommodate the embankment of material excavated along the beach. The fill will be placed hydraulically and mechanically manipulated to achieve the final grading.

Material that is excavated within the limits of the water quality basins shall not be placed within the limits of the beach.

The Contractor shall maintain public access to the beach and water during operations and shall limit impediments to bay use. The Contractor shall not block trails, sidewalks along Mariners Basin, parking lots, or waterways in a manner that disrupts the public use. However, the Contractor may provide directed access to the public over pipelines at specific crossing locations or may maintain a work zone around equipment of up to 100 feet as may be necessary to protect the safety of the public and the Contractor.

300-4.2 Preparation of Placement Areas. To the "GREENBOOK", ADD the following:

Prior to placement of materials on the beach, the Contractor shall remove and dispose of any accumulated trash or heavy buildup of organic materials. Fire pits, trash cans, and signage shall be temporarily relocated and replaced as needed to complete the work.

Contractor shall salvage and stockpile the top one foot of beach sand where beach excavation and embankment operations occur to make sure that material free of gravel and cobble is placed on top.

300-4.10 Payment. To the "GREENBOOK", ADD the following:

Payment for excavation of beach sand, transportation to the designated beach sites, reuse areas, filling, temporary stockpiling, and grading as may be needed to complete the beach configurations shown, will be paid at the unit price per cubic yard for "**Beach Excavation and Reuse**".

300-5.4 Measurement and Payment. To the "GREENBOOK", ADD the following:
Payment for "**Imported Borrow (Beach Sand)**" shall be paid for at the Contract Unit Price per cubic yard. The Contract Unit price shall include preparation of placement areas, benching, imported borrow beach sand material, placement, water, compaction, and grading to the lines, grades, and cross sections on the plans.

ADD:

300-12 SUPPLEMENTAL BEACH EXCAVATION AND EMBANKMENT.

300-12.1 General. Supplemental beach excavation and embankment shall consist of additional excavation and embankment activities within the beach areas where the results of the pre-survey completed per Section 2-11 of these Special Provisions exceed the quantities for the "Beach Excavation and Reuse" bid item as a result of the beach contours being variable and ever-changing.

300-12.2 Measurement. The following earthwork operations will be measured as supplemental beach excavation and embankment for the quantities of material involved:

- a) Excavation within the beach areas that exceed the quantities shown in the Bid item for "**Beach Excavation and Reuse**".

Measurement of material will be based on the volume it occupies in its final position after compaction.

Care shall be exercised to prevent excavating below the planned or authorized grade. Excavation or embankment in excess of the planned or authorized will not be paid for unless agreed upon with the Resident Engineer.

This bid item shall only be utilized if agreed upon with the Resident Engineer.

300-12.3 Payment.

The payment for performing supplemental beach excavation and embankment" shall be included in the Allowance Bid item for "**Supplemental Beach Excavation and Embankment**".

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

301-1.6 Preparatory Repair Work. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.

3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 1. Offset distance of the appurtenance from the curb face
 2. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as

specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.

13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.
14. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1, "General".
18. Recycled base material shall conform to Class 2 aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b. Base repairs shall have a minimum depth of 10".

- c. You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
- d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
- e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
- f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to the Contract Documents.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The "asphalt concrete base" shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch

(203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- 3. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
- 4. Asphalt pavement subgrade repair, and base repair dig-outs, when applicable, shall be paid at the Contract unit price for **"Excavate and Export (Scheduled, 10 Inch)"** and **"Excavate and Export (Unscheduled, 10 Inch)"**, **"Asphalt Concrete**

Base (Scheduled, 5 Inch)" and "Asphalt Concrete Base (Unscheduled, 5 Inch)", "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". No Payment shall be made for areas of over excavation as determined by the Engineer.

5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)" or "Excavate and Export (Unscheduled, 10 Inch)"**, when applicable.
6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)" or "Excavate and Export (Unscheduled, 10 Inch)"**, when applicable, for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for Class 2 aggregate base material installed, when applicable, shall be made at the Contract Unit Price for **"Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans, when applicable.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.

4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone, when applicable, shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item **"Asphalt Concrete Overlay (2 Inch)"**, unless separate Bid items have been provided. The following shall be included in the payment for **"Asphalt Concrete Overlay (2 Inch)"**:
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement, when applicable, shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item **"Cold Milling (2 Inch)"**.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

302-5.4 Tack Coat. To the "WHITEBOOK", ADD the following:

3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

Color for exposed portions of concrete structures located within the beach areas shall be integrally pigmented color concrete to match the color of the beach sand as closely as possible. Contractor shall submit a sample of the concrete to the Resident Engineer for approval prior to constructing the structures. Contractor shall adhere to "Greenbook" Specification 303-7 "Colored Concrete" and the manufacturer's instructions.

303-1.12

Payment. To the "GREENBOOK", ADD the following:

1. Payment for "**Low Flow Diversion System (Pump)**" shall be paid for at the Contract lump sum, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, between the connection from the proposed storm drain cleanout with diversion weir to the connection to the existing sewer main as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.
2. Payment for "**Low Flow Diversion System (Gravity)**" shall be paid for at the Contract lump sum, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, between the connection from the proposed storm drain system to the connection to the existing sewer main as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.
3. Payment for "**Storm Drain Clean Out (Mod Type A-7, Y=6' w/ 48" Slide Gate)**" shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of the storm drain cleanout with 48-inch slide gate.
4. Payment for "**Storm Drain Clean Out (Mod Type A-6, Y=7' w/ 48" Slide Gate)**" shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of the storm drain cleanout with 48-inch slide gate.
5. Payment for "**Storm Drain Clean Out (Mod Type A-4, Y=7' w/ 24" Slide Gate)**" shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each storm drain cleanout with 24-inch slide gate.
6. Payment for "**Storm Drain Clean Out (Mod Type A-4, Y=7' w/ 18" Slide Gate)**" shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of

excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each storm drain cleanout with 18-inch slide gate.

7. Payment for **"Storm Drain Clean Out (Mod Type A-5, w/ Weir)"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each storm drain cleanout with weir.
8. Payment for **"Modified Type I Catch Basin w/ Weir"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each Type I catch basin with weir.
9. Payment for **"Modified Curb Inlet w/ Diversion Weir (Type C-1, L=7')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each Type C-1 Curb Inlet with weir.
10. Payment for **"Curb Face Inlet"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each Curb Face Inlet.
11. Payment for **"Curb Cut"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each Curb Cut.

12. Payment for **"Gravity Retaining Wall"** shall be paid for at the Contract Unit price per cubic yard, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, concrete, reinforcement, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of the retaining wall.
13. Payment for **"Reinforced Concrete Retaining Wall Type 1A"** shall be paid for at the Contract Unit price per cubic yard, which will include full compensation for furnishing all labor, materials, equipment, tools, removal and disposal of existing wall in conflict with installation of the pipe and outfall, export of excavated material, soil compaction, concrete, reinforcement, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of the retaining wall.
14. Payment for **"Modified Type I Catch Basin"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each structure.
15. Payment for **"Modified Type I Catch Basin (X=4')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each structure.
16. Payment for **"Modified Type I Catch Basin (Y=2')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each structure.
17. Payment for **"Modified Type I Catch Basin (Y=2.5')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in

these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each structure.

18. Payment for **"Modified Type I Catch Basin (X=5') (Y=3')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each structure.
19. Payment for **"Modified Type I Catch Basin (X=5.5') (Y=3')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of each structure.
20. Payment for **"Concrete Encasement of Existing Pipe"** shall be paid for at the Contract Unit price per cubic yard, which will include full compensation for furnishing all labor, materials, equipment, tools, concrete, protection of existing pipe, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed. Payment shall be made upon completion and acceptance of the concrete encasement.

303-5.1.1 General. To the "GREENBOOK", ADD the following:

Color for sidewalk along Bayside Walk and the Mission Bay Jetty shall be integrally pigmented color concrete to match the color of the existing sidewalk along Bayside Walk or Mission Bay Jetty respectively, as closely as possible. Contractor shall submit a sample of the concrete to the Resident Engineer for approval prior to constructing the structures. Contractor shall adhere to "Greenbook" Specification 303-7 "Colored Concrete" and the manufacturer's instructions.

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 Payment. To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
 - a. Ramp runs & transition areas (up to 15 ft),
 - b. Landings,

- c. DWTs,
 - d. Demolition and disposal,
 - e. Forming,
 - f. Relocating or raising items in conflict to grade,
 - g. Protecting and preserving existing survey monuments and improvements,
 - h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for **“Additional Sidewalk”** and **“Additional Curb”**.

To the “WHITEBOOK”, ADD the following:

6. The payment for installation of Detectable Warning Tiles at the entrance to the Boardwalk that are not associated with curb ramps, shall be paid for at the Contract Unit Price per each and included in the Bid Item for **“Install Detectable Warning Tiles at Boardwalk”**. Work shall include full compensation for labor, materials, equipment, removal and disposal of existing sidewalk in conflict with the cast in place DWTs, cutting and positioning of the DWTs at the locations shown on the plans, and any other related materials.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1

GENERAL. To the “GREENBOOK”, ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
- a) SDG-105, “Pavement Restoration General Notes”
 - b) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
 - c) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
 - d) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
 - e) SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

306-3.3.4 Payment. To the "WHITEBOOK", ADD the following:

12. The payment for removal of existing pipe outside the proposed trench limits shall be included in the Bid Item for **"Remove Existing Storm Drain Pipe Outside of the Trench Limit"**.
13. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

306-15 PAYMENT. To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 General. To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

- n) Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.

To the "WHITEBOOK", item 1, ADD the following:

- q) Geotextile fabric for placement within the pipe trench
- r) Rock pipe zone material within the pipe trench

306-15.7 Buried Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 Buried Structures. To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) See **306-1 GENERAL** for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See **306-1 GENERAL** for permanent resurfacing requirements.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 – REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

6. See Section **400-1 GENERAL** for permanent resurfacing requirements.

401-5.3 Beach Improvements. To the "WHITEBOOK", ADD the following:

1. The Contractor shall temporarily move and salvage beach improvements (fire pits, trash cans, volleyball nets, and signs) during construction. Beach improvements to be placed back to their original location after completion of work in beach area.

401-7

PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The removal and disposal of railroad tracks and associated facilities within the excavation shall be measured along the centerline of each pair of rails to be removed. The payment for **"Removal and Disposal of Railroad Tracks"** shall include all Work necessary to remove and dispose of the tracks and associated facilities. The payment for removal of and disposal of existing railroad tracks shall be included in the Allowance Bid item for **"Removal and Disposal of Railroad Tracks"**.

To the "WHITEBOOK", ADD the following:

7. The payment for restoration of existing beach site appurtenance improvements shall be included in the Bid Items for **"Salvage and Reinstall Existing Trash Cans"**, **"Salvage and Reinstall Existing Fire Pit"**, **"Salvage and Reinstall Existing Volleyball Net"**, and shall be measured per each item salvaged and reinstalled. Work shall include full compensation for labor, materials, equipment, removal and storage of materials, and any other related work.
8. The payment for restoration of existing signs shall be included in the Bid Item for **"Salvage and Reinstall Existing Sign"** and shall be measured per each sign salvaged and reinstalled. Work shall include full compensation for labor, materials, equipment, removal and storage of materials, and any other related work.
9. The payment for restoration of existing pull boxes shall be included in the Bid Item for **"Salvage and Reinstall Existing Pull Box"**, and shall be measured per each sign salvaged and reinstalled. Work shall include full compensation for labor, materials, equipment, removal and storage of materials, and any other related work.

SECTION 402 – UTILITIES

402-1.1

General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTUTE with the following:

1. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless

otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

402-2 **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix K - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-8 **PAYMENT.** To the "WHITEBOOK", ADD the following:

- 6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 - COLD MILLING

404-1 **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", or as shown on the Plans.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.2 **Engineered Traffic Control Plans (TCP).** To the "WHITEBOOK", ADD the following:

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Along Mission Blvd from West Mission Bay DR to San Diego PL.

SECTION 700 - MATERIALS

700-1.3 **(86-1.02B) Conduit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will

occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

To the "WHITEBOOK", ADD the following:

6. The payment for relocation of the underground SDG&E service at Water Quality Basin Number 5 shall be at the Contract Unit price per lump sum and included in the Bid Item for "**UG SDG&E Service Relocation at Water Quality Basin 5**". Work shall include full compensation for labor, materials, equipment, trenching, backfill, pavement restoration, sidewalk removal replacement (as needed), cross gutter removal and replacement (as needed), 3-inch PVC electrical service conduit and wires, 3313TC Handhole, removal of existing service that is in conflict with Water Quality Basin Number 5, abandonment of the existing service not in conflict, and any other related work. Work shall be completed per SDG&E Standards.
7. The Payment for SDG&E Permanent Guard Post (Std. 604.1) shall be paid for at the Contract Unit Price per each and included in the Bid Item for "**SDG&E Permanent Guard Post (Std. 604.1)**" and shall include full compensation for labor, materials, equipment, incidentals, excavation and disposal of material, concrete for foundation, and any other related work.
8. The Payment for Low Flow Diversion Electrical System shall be paid for at the Contract Unit Price per lump sum and included in the bid item for "**Low Flow Diversion Electrical System**". Work shall include full compensation for labor, materials, equipment, incidentals, and any other related work and as described in the technical specifications Sections 13300 to 16950.

SECTION 800 - MATERIALS

800-1.2.5 Mulch. To the "WHITEBOOK", ADD the following:

4. Mulch shall be type 8 mulch (recycled): water quality basin mulch shall be "Gorilla Hair" 4" thick layer.
5. Rock Cobble shall be Mission Cobble (or approved equal), sizes per plan.
6. Crushed Stone shall be ¾" Mojave Gold (or approved equal).

800-1.4.1 General. To the "WHITEBOOK", ADD the following:

8. Plants and trees outside and adjacent to, and within the Limit of Work shall be protected in place. Do not cut or damage trees outside the Limit of Work unless shown to be removed on the drawings or unless written permission has been obtained from the City's Resident Engineer. Furnish three copies of the written permission before removal operations commence.
9. Buried utilities and equipment shall be located out of root zones wherever possible. In cases where utilities must cross root zones of trees that are to be preserved, tunneling, water jetting, or similar methods shall be used to avoid severing major roots (greater than 1.5" in diameter). The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled. Tunneling within the rooting area of a tree to remain shall be done under the supervision of the City Arborist. In the event it is necessary to cut the roots of an existing tree to remain, the tree shall be pruned to reduce the foliage volume in keeping with the reduction in roots. When excavation near a tree to be preserved must be carried out, damage shall be limited by root pruning under the observation of the City Arborist. Stumps in open space areas that are not removed by trench excavation and are not accessible for stump-grinding equipment shall be cut flush with the ground. All work shall be performed under the direction of the Resident Engineer.

800-1.7 Boulders. To the "WHITEBOOK", ADD the following:

Boulders shall be Cresta Blonde (or approved equal), sizes per plan.

800-1.8 Landscape Fabric. To the "WHITEBOOK", ADD the following:

Landscape Fabric shall be Mirafi 140N, color to be tan (or approved equal).

SECTION 801 – INSTALLATION

801-9 PAYMENT. To the "WHITEBOOK", ADD the following:

4. Payment for relocation of palm trees and other trees shall be paid for at the Contract Unit Price per lump sum and included in the Bid Item for "**Palm/Tree Relocation (Prune and Clean up)**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to relocate the trees. It is the responsibility of the contractor to ensure the trees shown on the plans to be relocated are done so successfully and to their satisfaction of the Resident Engineer and the City Arborist. If the Resident Engineer and City Arborist are not satisfied with the relocation then a new tree of equal or greater size and quality shall be provided by the contractor and no additional compensation shall be provided.
5. Payment for Landscape Boulder shall be paid for at the Contract Unit Price per ton and included in the Bid Item for "**Landscape Boulder (Large, Medium,**

Small)". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.

6. Payment for Landscape Rock Cobble shall be paid for at the Contract Unit Price per ton and included in the Bid Item for "**Landscape Rock Cobble**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
7. Payment for Landscape Fabric shall be paid for at the Contract Unit Price per square foot and included in the Bid Item for "**Landscape Fabric**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
8. Payment for 6-inch concrete mow curb shall be paid for at the Contract Unit Price per linear foot and included in the Bid Item for "**6" Concrete Mow Curb**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
9. Payment for ¾" Crushed Stone shall be paid for at the Contract Unit Price per square foot and included in the Bid Item for "**¾" Crushed Stone**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
10. Payment for 4-inch potted plants shall be paid for at the Contract Unit Price per each and included in the Bid Item for "**4" Potted Plant**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
11. Payment for Wood Mulch at Basins shall be paid for at the Contract Unit Price per square foot and included in the Bid Item for "**Wood Mulch at Basins**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
12. Payment for Soil Amendments shall be paid for at the Contract Unit Price per square foot and included in the Bid Item for "**Soil Amendments**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
13. Payment for Weed Germination shall be paid for at the Contract Unit Price per square yard and included in the Bid Item for "**Weed Germination**". Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
14. Payment for 36" boxed trees shall be paid for at the Contract Unit Price per each and included in the Bid Item for "**36" Boxed Tree**". Work shall include all

labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.

15. Payment for shrubs shall be paid for at the Contract Unit Price per each and included in the various Bid Items for **"15 Gal. Shrub"**, **"5 Gal. Shrub"**, and **"1 Gal. Shrub"** depending on their size. Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
16. Payment for 12' palm tree shall be paid for at the Contract Unit Price per each and included in the Bid Item for **"12' BTH Palm Tree"**. Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work and no additional compensation shall be provided.
17. The Payment for Eelgrass Planting shall be paid for at the Contract Unit Price per acre and included in the Bid Item for "Eelgrass Planting", in accordance with the Department of the Army Permit #SPL-2019-00966-RRS, Eelgrass Transplant and Monitoring Plan (eelgrass plan) and the California Eelgrass Mitigation Policy (CEMP) in support of the South Mission Beach Storm Drain and Green Infrastructure Project as prepared by Merkel and Associates (Merkel) and dated August 2019. Work shall include full compensation for labor, materials, equipment, incidentals, and performing all the work of eelgrass planting complete in place, including but not limited to acquisition and compliance with harvesting and planting authorizations, harvesting of donor materials, planting unit preparation and handling, and planting as described in the technical specifications, and any other related work.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The City will retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

802-4 Payment. To the "WHITEBOOK", item 1, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e. The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long Term Maintenance and Monitoring Agreement (LTMMA) included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "60-Month Re-vegetation Maintenance and Monitoring Program", unless otherwise specified.

- f. The payment for the monitoring and reporting required during the Eelgrass monitoring period beyond the PEP in accordance with the 60-Month Long Term Eelgrass Monitoring Agreement included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "60-Month Long Term Eelgrass Monitoring Agreement", unless otherwise specified.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

1001-2.10 BMP Inspection, Maintenance, and Repair. To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix L - SWPPP Construction BMP Maintenance Log**.

ADD:

1001-6 ENVIRONMENTAL PROTECTION REQUIREMENTS.

1. All equipment operated within the water shall utilize biodegradable vegetable oil-based hydraulic fluids or EPA certified marine lubricants. Exceptions shall be made for small outboard-motored support skiffs.
2. Tarps shall be placed underneath all equipment parked overnight or fueled on the beach.
3. All marine equipment shall meet current State of California and APCD emissions standards and be appropriately permitted to be operated in San Diego.

SECTION 1002 – PERMANENT BEST MANAGEMENT PRACTICES (BMPs)

1002-4.1 General. To the "WHITEBOOK", ADD the following:

5. Materials for PVC Pipe (Underdrain Pipe) shall be smooth-wall PVC plastic pipe or corrugated PVC plastic pipe with a smooth interior surface in accordance with 207-17, "PVC GRAVITY PIPE" and shall be used when the perforated PVC pipe terminates and solid PVC pipe is required to connect between the perforated PVC pipe and an inlet/structure.

1002-4.4 Measurement and Payment. To the "WHITEBOOK", ADD the following:

3. The linear foot bid item for **"PVC Pipe (Underdrain Pipe) (8 inch)"** shall be considered full compensation for all materials, labor, tools, equipment, and incidentals (including pipe risers, caps, fittings, pipe penetrations, and joint sealants). The payment quantity includes the length of elbows, outlets, risers, tees, wyes and other branches to the point of intersection.

1002-5.4 Payment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUE with the following:

4. The payment for PVC underdrain cleanouts shall be included in the Bid item for **"PVC Underdrain Cleanout (8 Inch)"** and shall include shoring, backfill, compaction, installation of cleanout including wyes and jointing, pipe risers, gaskets, frames and covers or screw caps, and concrete encasements. The payment shall also include the Work required for testing and acceptance.

1002-7.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. BSM consists of 70% by volume washed sand and 15% by volume compost, and 15% volume topsoil.

1002-7.4 Alternative Mix Components and Proportions To the "WHITEBOOK", ADD the following:

3. Topsoil shall be based on guidance in with Section 803-4 TOPSOIL FOR BSM in Appendix F of the County of San Diego BMP Design Manual, dated January 1, 2019, as follows:
 - a. Topsoil shall be free of hazardous materials and shall be consistent with a common definition of topsoil. Decomposed granite and derivatives of decomposed granite are not considered to be topsoil for the purpose of this specification.
 - b. Topsoil shall be classified as a sandy loam or a loamy sand according to the US Department of Agriculture soil classification system. In addition, a textural class analysis shall be performed in accordance with ASTM D422, or an approved alternative method to demonstrate compliance with the gradation limits in Table 803-4.2 of the BMP design manual (shown below).

Table 803-4.2

Textural Class (ASTM D422)	Size Range	Mass Fraction (percent)
Gravel	Larger than 2mm	0 to 25 of total sample
Clay	Smaller than 0.005 mm	0 to 15 of non-gravel fraction

TECHNICALS

For Technical Specifications, please refer to the following link:

<https://drive.google.com/drive/folders/1Dre8Y7WEN6WptN418UjtUVZW6EOiDDXb>

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

MITIGATED NEGATIVE DECLARATION & FINAL BIOLOGICAL RESOURCES REPORT

For the above reports, please refer to the following link:

https://drive.google.com/drive/folders/1VtpDF-VJJO6_0GunQoFy0jrSEL5TmN5

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

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

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2. Construction and maintenance related activities (see Tab 2).

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

Fire Hydrant Meter Removal Request		Requested Removal Date:
<input type="text"/>		
Provide Current Meter Location if Different from Above:		
Signature:		Title: Date:
Phone: ()	Pager: ()	

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party

Company Name and Address

Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		Total Auhtorized Amount (Original)				\$ -		\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)				\$ -		\$0.00		\$0.00	Total Billed	\$0.00	Total Amount Remaining
								\$0.00		\$0.00		\$ -	

SUMMARY

A. Original Contract Amount	\$0.00
B. Approved Change Order #00 Thru #00	\$0.00
C. Total Authorized Amount (A+B)	\$0.00
D. Total Billed to Date	\$0.00
E. Less Total Retention (5% of D)	\$0.00
F. Less Total Previous Payments	\$0.00
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer

Date

Construction Engineer

Date

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	\$0.00

Contractor Signature and Date: _____

1/10/2024 Rev

South Mission Beach Storm Drain and Green Infrastructure

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APPENDIX E

LOCATION MAP



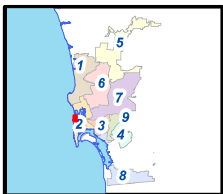
SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE

SENIOR ENGINEER
ELHAM LOTFI
619-533-5212

PROJECT MANAGER
KAREN VERA
619-533-3065

PROJECT ENGINEER
SAMER ALSHAMI
619-533-5149

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



LOCATION MAP



COMMUNITY NAME: SOUTH MISSION

Date: 2/3/2023

COUNCIL DISTRICT: 2

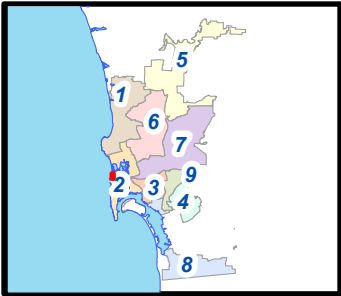


WBS NO: B18117 (SD)
B18118 (GI)

APPENDIX F

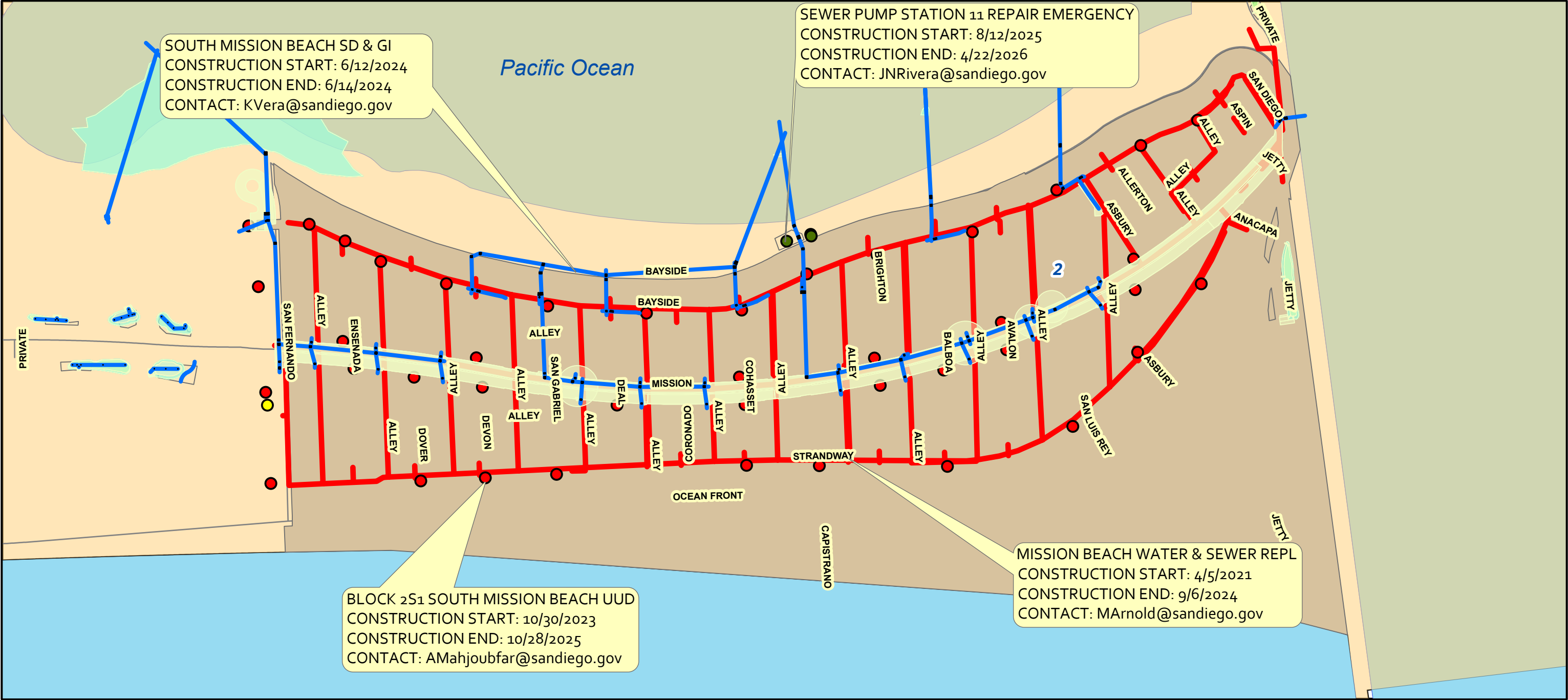
ADJACENT PROJECTS MAP

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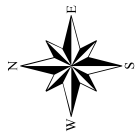


SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE

SENIOR ENGINEER ELHAM LOTFI 619-533-5212	PROJECT MANAGER KAREN VERA 619-533-3065	PROJECT ENGINEER SAMER ALSHAMI 619-533-5149	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sanidiego.gov
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ADJACENT PROJECTS MAP



APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

1. _____
2. _____
3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

1. Proper Storage of Materials & Equipment
2. Proper Operation of Equipment
3. Adherence to Plans and Specs
4. Review of QC Tests
5. Safety Inspection

Initials:

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H
MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:				WBS No.:			Watershed No.					
Qualified Person Conducting Tests:				signature								
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.												
Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedance ⁷			Notes Report exceedance to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
<u>Inlet Location</u> Start Date: Time: End Date: Time:	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	Total (if any)	Chlorine	mg/L			0.1 mg/L= Exceedance			
	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)									
	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection		Turbidity	NTU			20 NTU= Exceedance 225 NTU= Exceedance for Ocean			
			Erosion Controls									
	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	Sediment Controls		pH	Unit			Range 6.5 to 8.5			
	Event #2											
	Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedance ⁷		
Measure						Unit	Time	Result	Limit	No	Yes	
<u>Inlet Location</u> Start Date: Time: End Date: Time:	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	Total (if any)	Chlorine	mg/L			0.1 mg/L= Exceedance			
	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)									
	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection		Turbidity	NTU			20 NTU= Exceedance 225 NTU= Exceedance for Ocean			
			Erosion Controls									
	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX I
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **60-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Reyes Construction, Inc** (Contractor), who may be individually or collectively referred to herein as a “Party” or the “Parties.”

RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **South Mission Beach Storm Drain and Green Infrastructure (Project)**, WBS number **B-18117, B-18118**, Bid No. **K-24-2115-DBB-3-A-C**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **South Mission Beach Storm Drain and Green Infrastructure** (Maintenance Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. **Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1** of **Attachment E – Supplementary Special Provisions** and **Section 802** of the 2021 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK, and Special Provisions (see **Contract Document-Attachment E, Part 8**) except as otherwise stated in this LTMMA.

E. Partial Release of Payment Bond and Performance Bond.

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as **Exhibit B**.

- 1.4. License.** The Contractor shall hold the following licenses in good standing:

- 1.4.1. C-27 State Contractor's License.**

- 1.4.1.1.** Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27 State Contractor's License**.

- 1.4.2. Pest Control Advisor's License.**

- 1.4.2.1.** Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

- 1.4.3. Registration with the County Agriculture Commission.**

- 1.4.4. Qualified Applicator's Certificate for Category B.** This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

- 1.4.5. City of San Diego Business License.**

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of **7:00 a.m. and 4:00 p.m., Monday through Friday (Working Hours)**. The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. If permission is granted to perform work during working hours, activities that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & Contracting Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SECTION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMMA shall not exceed **\$150,000.00**.
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

- 4.3.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMMA.
- 4.3.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
- 4.3.3. The Contractor has provided a final work summary report to the City.
- 4.3.4. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- 5.1. **Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

- 5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.
- 5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMMA.

- 5.2. **Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMMA.

The Contractor shall not begin the Work under this LTMMMA until they have complied with the following:

- 5.2.1. Obtain insurance certificates reflecting evidence of insurance:
 - 1. Commercial General Liability
 - 2. Commercial Automobile Liability
 - 3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Ordinance O-21893, and by Contractor.

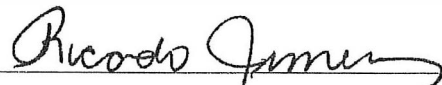
THE CITY OF SAN DIEGO

By: 

Printed Name: Matthew Vespi
Chief Financial Officer

Date: 01/06/2025

I HEREBY CERTIFY I can legally bind **Reyes Construction, Inc** and that I have read this entire contract.

By: 

Printed Name: Ricardo Jimenez

Title: President

Date: September 5, 2024

I HEREBY APPROVE the form of the foregoing Contract this

Heather Ferbert, City Attorney

By: 

Printed Name: Dominic Guglielmo
Deputy City Attorney

Date: 1/7/25

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **41306-74-D** through **41306-89-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

- III. **Method of Performing Work.**

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
- b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

B. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
- b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

C. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

D. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

E. Tree Maintenance. The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMMA. The City shall determine the value of the tree lost using the latest

International Society of Arboriculture (I.S.A.) guidelines for value determination.

3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

F. Fertilization. The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- G. Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.

- H. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

- I. Plant Replacement.** Except as provided in **Section J** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such

replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

- J. **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- K. **Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
 - 1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
 - 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- L. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.
- M. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: 570561 _____

Name of License Holder: Reyes Construction, Inc. _____

Expiration Date: 03/31/2024 _____

City of San Diego Business License Number: B2004014018 _____

Expiration Date: 09/30/2024 _____

APPENDIX J

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX K

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

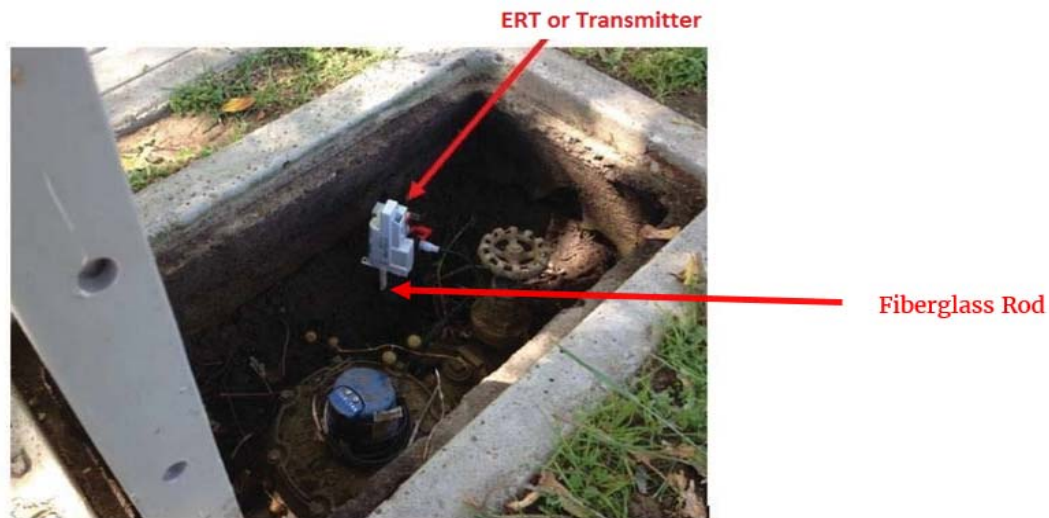


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

Rev. 9.11.2023

APPENDIX L
SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

APPENDIX M

SAMPLE CERTIFICATION LETTER FOR AIS IMPLEMENTATION

SAMPLE CERTIFICATION LETTER

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

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

Signed by company representative

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

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

Signed by company representative

APPENDIX N

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Construction Management and
Field Services Division
9573 Chesapeake Drive
San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX O

PALEO CONSTRUCTION MONITORING REQUIREMENTS

Paleontological Construction Monitoring Requirements

PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

- I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).
 - A. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.**
 1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist.
 2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.
 3. CONTACT INFORMATION:
 - a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.
 - b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.
 - B. **PMRP COMPLIANCE.**
 1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code – Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc).
 2. NOTE: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.
 - C. **MONITORING EXHIBIT.**
 1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), and notes indicating when in the construction schedule that work will be performed. When necessary for

clarification, a detailed methodology of how the work will be performed shall be included.

D. OTHER SUBMITTALS AND INSPECTIONS.

1. The Contractor or Engineering and Capital Projects Department's consultant (if applicable) shall submit all required documentation, verification letters, and requests for all associated inspections to the RE/CM and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION, APPROVALS, NOTES
Paleontology	Principal Investigator & Paleontological Monitors Qualification Letters	Prior to Pre-Construction Meeting
Paleontology	Site-Specific Records Search	Prior to Pre-Construction Meeting
Paleontology	Paleontological Monitoring Exhibit	Prior to, or at, the Pre-Construction Meeting
Paleontology	Letter of Acknowledgement of Responsibility for Curation	Prior to the Pre-Construction Meeting
Paleontology	Construction Schedule (Monitoring)	Prior to Construction
Paleontology	Paleontology Reports	Paleontology Observation
Final PMRP		Final PMRP Inspection

SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

I. PALEONTOLOGICAL RESOURCES.

A. Prior to Permit Issuance or Construction.

1. **Letters of Qualification have been submitted to MMC.**
 - a) Prior to the pre-construction meeting, Engineering and Capital Projects Department shall submit a letter of verification to MMC identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

- b) MMC will provide a letter to Engineering and Capital Projects Department confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
- c) Prior to the start of work, Engineering and Capital Projects Department shall obtain approval from MMC for any personnel changes associated with the monitoring program.

B. Prior to Start of Construction.

1. Verification of Records Search.

- a) The PI shall provide verification to MMC that a site-specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
- b) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

C. PI Shall Attend Pre-Construction Meetings.

- 1. Prior to beginning any work that requires monitoring, the City or City's representative shall arrange a pre-construction meeting that shall include the PI, Grading Contractor, RE/CM, Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related pre-construction meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the RE/CM and/or BI and Grading Contractor.
 - a) If the PI is unable to attend the pre-construction meeting, the Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall schedule a focused pre-construction meeting with MMC, PI, and RE/CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (Capital Improvement Program Project or Other Public Projects).
 - a) The Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall submit a letter to MMC, RE/CM and/or BI acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
- 3. Identify Areas to be Monitored.
 - a) Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17 inch) to MMC and RE/CM and/or BI for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or

as determined by the PI in consultation with MMC. The determination shall be based on site-specific records search data which supports monitoring at depths less than ten feet. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation). MMC shall notify the PI that the PME has been approved prior to commencing with any ground-disturbing activities.

4. When Monitoring Will Occur:

- a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE/CM and/or BI indicating when and where monitoring will occur.
- b) The PI may submit a detailed letter to MMC and RE/CM and/or BI prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule.

- a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

D. During Construction.

1. The Monitor shall be present during Grading/Excavation/Trenching.

- a) The paleontological monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to, mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity.
- b) The Contractor is responsible for notifying the RE/CM and/or BI, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
- c) The PI may submit a detailed letter to MMC and RE/CM and/or BI during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

- d) The paleontological monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be emailed and/or provided hard copy by the Contractor or Engineering and Capital Projects Department's consultant (if applicable) to the RE/CM and/or BI the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE/CM and/or BI shall forward copies to MMC.
2. Discovery Notification Process.
- a) In the event of a discovery, the paleontological monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE/CM and/or BI, as appropriate.
 - b) The paleontological monitor shall immediately notify the PI (unless paleontological monitor is the PI) of the discovery.
 - c) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC and RE/CM and/or BI within 24 hours by fax or email with photos of the resource in context, if possible.
3. Determination of Significance.
- a) The PI shall evaluate the significance of the resource.
 - i. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC and RE/CM and/or BI indicating whether mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - ii. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC and/or RE/CM and/or BI. PRP and any mitigation must be approved by MMC and RE/CM and/or BI before ground-disturbing activities in the area of discovery will be allowed to resume.
 - Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under item 4, "Discovery Process for Significant Resources - Pipeline Trenching Projects".
 - iii. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- iv. The PI shall submit a letter to MMC and RE/CM and/or BI indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - Note: For pipeline trenching projects only, if the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - Note: For pipeline trenching projects only, if significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- 4. Discovery Process for Significant Resources - Pipeline Trenching Projects.
 - a) Procedures for Documentation, Curation and Reporting. The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
 - i. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - ii. The PI shall prepare a Draft Paleontological Monitoring Report and submit to MMC via the RE/CM and/or BI as indicated in **Section F - Post Construction**.
 - iii. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the PMRP. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Paleontological Monitoring Report.
 - iv. The Final Paleontological Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

E. Night and/or Weekend Work.

1. If night and/or weekend work is included in the contract:
 - a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-construction meeting. The following procedures shall be followed:
 - i. No Discoveries - In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via the RE/CM and/or BI via email or in person by 8AM on the next business day.
 - ii. Discoveries - All discoveries shall be processed and documented using the existing procedures detailed in **Section D - During Construction**.
 - iii. Potentially Significant Discoveries - If the PI determines that a potentially significant discovery has been made, the procedures detailed under **Section D - During Construction** shall be followed.
 - b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in **Section D - During Construction**, unless other specific arrangements have been made.
2. If night and/or weekend work becomes necessary during the course of construction:
 - a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
 - b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
3. All other procedures described above shall apply, as appropriate.

F. Post Construction.

1. Preparation and Submittal of Draft Paleontological Monitoring Report.
 - a) The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of MMC, which describes the methods, results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE/CM and/or BI for review and approval within 90 calendar days following the completion of monitoring.
 - i. For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - ii. The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program

in accordance with the PMRP, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.
- c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.
- d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.

2. Handling of Fossil Remains.

- a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.
- b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.

3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.

- a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).
- b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.
- c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
- d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.

4. Final Paleontological Monitoring Report(s).

- a) The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 calendar days after notification from MMC of the approved report.
- b) The RE/CM and/or BI shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC, which includes the Acceptance Verification from the curation institution.

APPENDIX P

PROJECT IDENTIFICATION SIGNS AND POSTERS



**Working to achieve safe and
livable neighborhoods**
























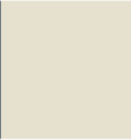
Project Name

**For questions contact
(619) 533-4207 or engineering@sandiego.gov**

24"

36"

ALUMINUM is .060 Gauge, holes top and bottom set for tel-spar alignment, round corners (1.5 radius recommended) and the color formulas are as follows.

PMS					White (paper)		
	2925	3265	1375	108		432	7527
RGB							
	0, 152, 219	0, 199, 178	255, 158, 23	252, 217, 0	255, 255, 255	55, 66, 74	218, 215, 203
HEX							
	#0098db	#00c7b2	#ffa02f	#fcd900	#ffffff	#37424a	#dad7cb
CMYK							
	84, 21, 0, 0	76, 0, 38, 0	0, 45, 95, 0	0, 6, 95, 0	0, 0, 0, 0	67, 45, 27, 70	3, 4, 14, 8



Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal:
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

(Revised 10/20/2022)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



APPENDIX Q

HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____		24 HR. PHONE () _____
ADDRESS _____		
CITY _____	STATE _____	ZIP _____
EPA ID NO. _____	MANIFEST DOCUMENT NO. _____	
EPA WASTE NO. _____	CA WASTE NO. _____	ACCUMULATION START DATE _____ / ____ / ____
CONTENTS, COMPOSITION _____		
PROPER DOT SHIPPING NAME _____		
TECHNICAL NAME (S) _____		
UN/NA NO. WITH PREFIX _____		
PHYSICAL STATE	HAZARDOUS PROPERTIES	<input type="checkbox"/> FLAMMABLE <input type="checkbox"/> TOXIC
<input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID	<input type="checkbox"/> CORROSIVE <input type="checkbox"/> REACTIVE	<input type="checkbox"/> OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident #_____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX R
60-MONTH EELGRASS MONITORING AGREEMENT

LONG-TERM EELGRASS MONITORING AGREEMENT

This **60-Month Long-Term Eelgrass Monitoring Agreement (LTEMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Reyes Construction, Inc.** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTEMA, the Parties entered into a general contract (Construction Contract) for the construction of **South Mission Beach Storm Drain and Green Infrastructure (Project)**, WBS number **B-18117, B-18118**, Bid No. **K-24-2115-DBB-3-A-C**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTEMA with the City for the purpose of implementing and fulfilling long-term eelgrass monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified development of **South Mission Beach Storm Drain and Green Infrastructure** (Long-term Monitoring Requirements) and the Department of the Army Permit #SPL-2019-00966-RRS, Eelgrass Transplant and Monitoring Plan in Support of the South Mission Beach Storm Drain and Green Infrastructure Project (Eelgrass Mitigation Plan, Merkel & Associates 2019) and the California Eelgrass Mitigation Policy (CEMP, NMFS 2014).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTEMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTEMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTEMA are incorporated into this LTEMA by this reference.
- C. **Contract Term.** This LTEMA shall be effective upon completion of the 30-day Eelgrass Plant Establishment Period (PEP) and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTEMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK, Special Provisions (see **Contract Document-Attachment E, Part 8**), Eelgrass mitigation per the Eelgrass Mitigation Plan and the CEMP (see **Contract Document-Attachment E, section 3-9**) except as otherwise stated in this LTEMA.

E. Partial Release of Payment Bond and Performance Bond.

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in plans and specifications ("Phase 1 Work"). The second phase covers the work involved in the implementation of a 60-month (5-year) long-term monitoring of the eelgrass for regulatory reporting purposes to be conducted after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTEMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 – EELGRASS MONITORING CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Eelgrass Monitoring Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

- 1.2. Schedule of Work.** The Contractor shall follow the Monitoring Program Schedule as outlined in the Eelgrass Mitigation Plan (Schedule) for the long-term establishment monitoring period provided in the Plans. Reporting for regulatory compliance shall be as outlined in the Eelgrass Mitigation Plan and the CEMP with reports provided to the City within 15 days of monitoring intervals so that they may be provided, by the City, to the resource and regulatory agencies within 30 days of monitoring intervals.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTEMA for the City's approval. The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work.** This LTEMA shall commence when the City approves of the Work of the 30-day Eelgrass Plant Establishment Period and sends notice of the approval to the Contractor in accordance with the Department of the Army Permit #SPL-2019-00966-RRS, Eelgrass Mitigation Plan and CEMP and **Part 8, Section 802** of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as **Exhibit B**.

- 1.4. License.** The Contractor shall hold the following licenses in good standing:

1.4.1. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of **7:00 a.m. and 4:00 p.m., Monday through Friday** (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTEMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & Contracting Department. The City will communicate with the Contractor on all matters related to the administration of this LTEMA and the Contractor's performance of the Work rendered hereunder. When this LTEMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTEMA specifies otherwise. Further, when this LTEMA requires an act or approval by City, that act or approval will be performed by the City.

- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTEMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24-hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTEMA on schedule and to the satisfaction of the City.

SECTION 3: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTEMA shall not exceed **\$50,000.00**.
- 4.2. Method of Payment and Reports.** The payments will be made following each monitoring interval conducted and for which reporting has been completed and accepted by City. Payments will be made in seven (7) equal payments based on completion of each monitoring report for the 0, 6, 12, 24, 36, 48, and 60-month monitoring intervals. As conditions precedent to payment, the Contractor shall submit a detailed invoice.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
- 3.3.1.** The item(s) of the Work subject to this monitoring coverage as specified in **Exhibit A** (Monitoring Items) have been determined to be in compliance with the Construction Contract and this LTEMA.
 - 3.3.2.** The Contractor has provided a final work summary report to the City.
 - 3.3.3.** The Contractor has performed comprehensive and successful testing and checks of the Monitoring Items.

SECTION 4: BONDS AND INSURANCE

- 5.1. Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:
- 5.1.1.** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and

laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

- 5.1.2.** A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTEMA.

- 5.2. Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTEMA.

The Contractor shall not begin the Work under this LTEMA until they have complied with the following:

- 5.2.1.** Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

- 5.2.2.** Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"** of the Construction Contract.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTEMA.

SECTION 5: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTEMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTEMA.

- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTEMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTEMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTEMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTEMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTEMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTEMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTEMA have been succeeded by another entity and all rights and obligations created by this LTEMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTEMA and the exhibits, attachments, and references incorporated into this LTEMA fully express all understandings of the Parties concerning the matters covered in this LTEMA. No change, alteration, or modification of the terms or conditions of this LTEMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTEMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTEMA.
- 6.10. Counterparts.** This LTEMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTEMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTEMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTEMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTEMA shall not render any other provision of this LTEMA unenforceable, invalid, or illegal.

- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Ordinance O-21983, and by Contractor.

Dated this 6th day of January, 2025

THE CITY OF SAN DIEGO

By: _____

Matthew Vespi
Chief Financial Officer

I HEREBY CERTIFY I can legally bind Reyes Construction, Inc and that I have read this entire contract, this 5th day of September, 2024.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing Contract this

7th day of January of 2025

Heather Ferbert, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (permit required Long-term Eelgrass Monitoring Agreement) is shown on Specifications and Drawings numbered **41306-40-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

- III. **Method of Performing Work.**

- A. **Eelgrass Monitoring and Reporting.** Monitoring shall be conducted in strict accordance with the Eelgrass Mitigation Plan, CEMP, and Department of the Army Permit #SPL-2019-00966-RRS.

- 1) Upon completion of the planting effort, a monitoring program would be initiated and continued for a 60-month (5-year) period as outlined in the CEMP. Areal extent and density of the transplanted eelgrass and natural reference area will be monitored using interferometric sidescan sonar acoustic survey techniques that have been applied to eelgrass mapping within the harbor and impact assessment. The spatial distribution of eelgrass derived from acoustic survey will be supplemented with bed condition data collection including turion density, leaf length, epiphytic loading, and disease observations.
 - 2) The monitoring program will be conducted at intervals of 0, 6, 12, 24, 36, 48, and 60-months posttransplant. When monitoring dates fall outside of the normal eelgrass-growing season, dates will be shifted to coincide with the growing season to ensure that valuable information on growth and survival is collected.
 - 3) For each monitoring interval, a summary report will be prepared and submitted to the City, within 15 days of completion of the monitoring survey so that it may be submitted by the City to resource and regulatory agencies within 30 days of each monitoring date.

- 4) Monitoring reports will include information from previous monitoring intervals, including numerical comparisons and graphical presentations of changing bed configurations. The monitoring report will include an analysis of any declines or expansions in eelgrass coverage based on physical conditions of the site, as well as any other significant observations. Finally, the monitoring report will provide a prognosis for the future of the eelgrass bed and will identify the timing for the next monitoring period.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, EELGRASS TRANSPLANT AND MONITORING PLAN AND THE CALIFORNIA EELGRASS MITIGATION POLICY (CEMP)

EXHIBIT C
LICENSE DATA SHEET

City of San Diego Business License Number: B2004014018

Expiration Date: 09/30/2024

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Reyes Construction, Inc.**, herein called "Contractor" for construction of **South Mission Beach Storm Drain and Green Infrastructure**; Bid No. **K-24-2115-DBB-3-A-C**; which is comprised of the Base Bid (\$63,677,012.00) plus Additive Alternate A (\$70,820.00) for a total value of **Sixty Three Million Seven Hundred Forty-Seven Thousand Eight Hundred Thirty Two Dollars and Zero Cents (\$63,747,832.00)**

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Long Term Revegetation Maintenance Agreement and 60-Month Eelgrass Monitoring Agreement.
 - (e) That certain documents entitled **South Mission Beach Storm Drain and Green Infrastructure**, on file in the office of the City Clerk as Document No. **B-18117, B-18118**, 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 **South Mission Beach Storm Drain and Green Infrastructure**, Bid Number **K-24-2115-DBB-3-A-C**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

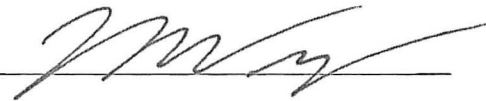
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Ordinance O-21983 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Heather Ferbert, City Attorney

By: 

Print Name: Matthew Vespi
Chief Financial Officer
City of San Diego

Print Name: Dominic Guglielmo
Deputy City Attorney

Date: 1/6/2025

Date: 1/7/25

CONTRACTOR

By: 

Print Name: Ricardo Jimenez

Title: President

Date: 8/27/24

City of San Diego License No.: B2004014018

State Contractor's License No.: 507561

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000011831

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

South Mission Beach Storm Drain and Green Infrastructure

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2115-DBB-3-A-C**; SAP No. (WBS) **B-18117, B-18118**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- G. DISCLOSURE OF LOBBYING ACTIVITIES**
- H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE SUBCONTRACTOR PERFORMANCE FORM**
- I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SUBCONTRACTOR UTILIZATION FORM**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

South Mission Beach Storm Drain and Green Infrastructure, Bid No. K-24-2115-DBB-3-A-C

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 7th day of June, 20 24

Reyes Construction, Inc. (SEAL)
(Principal)

Zurich American Insurance Company and
Fidelity and Deposit Company of Maryland (SEAL)
(Surety)

By: Ricardo Jimenez
(Signature) Ricardo Jimenez, President

By: [Signature]
(Signature) Lisa Sayno, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of September, A.D. 2023.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 19th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 7th day of June, 2024,



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

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



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 23rd day of March, 2023.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company



A handwritten signature in black ink, appearing to be 'R. D. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

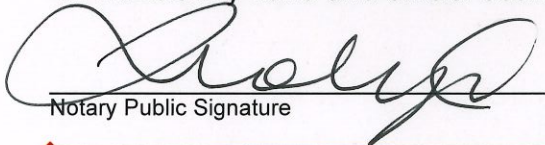
County of San Diego }

On JUN 07 2024 before me, Judith Samuel, Notary Public,
(Here insert name and title of the officer)

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

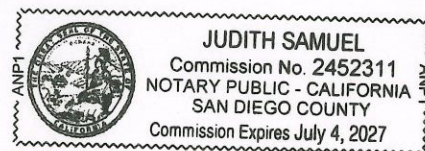
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles

On June 24, 2024 before me, Theresa A. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Jimenez

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		NA			

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez Title President

Name


Signature

Date 7/11/24

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS FOR ALTERNATES

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B)</small> <small>Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
Alternate A	Name: Superior Pavement Markings Address: 5312 Cypress St. City: Cypress State: CA Zip: 90630 Phone: 714.995.9100 Email: raul@superiopavementmarkings.com	776306	1000001476	Subcontractor	Signage and Striping	\$34,211.40
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING
SLBE/ELBE PARTICIPATION GOALS**

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Reyes Construction, Inc.		Reyes Construction, Inc.	
Street Address	City	State	Zip
1383 South Signal Dr.	Pomona	CA	91766
Contact Person, Title		Phone	Fax
Ricardo Jimenez, President		909-622-2259	909-622-9441

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Joseph Reyes	CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Pomona, CA	NA
Interest in the transaction	
18%.	

Name	Title/Position
Ricardo Jimenez	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Pomona, CA	NA
Interest in the transaction	
5%.	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Ricardo Jimenez _____  _____ 7/11/24 _____
 Print Name, Title Signature Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Eduardo Gallardo	Secretary/ Treasurer/ CFO
City and State of Residence	Employer (if different than Bidder/Proposer)
Pomona, CA	NA
Interest in the transaction	
30%.	

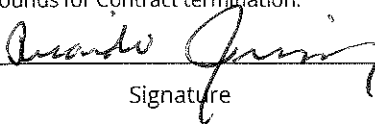
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Ricardo Jimenez, President

Print Name, Title



Signature

7/11/24

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Joseph Reyes	CEO
Ricardo Jimenez	President
Eduardo Gallardo	Secretary, Treasurer, CFO

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NA

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez Title President

Name

 Signature

Date 7/11/24

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Two River Strategies	
Reema Boccia	owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Loveless & Linton Consulting	
Brandon Linton	owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Zefiro Corporation	
Takayuki Sakai	owner / president

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
RAP Engineering	
Robert Perez	President / owner

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez Title President

Name

Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Alvarez Trucking LLC	
Brianna Alvarez	Owner
Victoria Alvarez	Owner

R.J.

~~☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER~~

NAME	TITLE
Vic Salazar Communications	
Vic Salazar	Owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Merkel & Associates, Inc.	
Barbara Merkel	Owner/ President/ Treasurer

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Cindy Trump Inc.	
Cindy Trump	Owner

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez Title President

Name

Date 7/11/24

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Infra-Structure Aggregates	
Renee Stein	Owner

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Pre-Con Products	
David Zarraonandia	Owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
CMB Structures	
Tina Sullivan	Owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
24/7 Trucking	
Kevin Gillam	Owner

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez Title President

Name

Date 7/11/24

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal Individual owner(s)

As part of its bid or proposal (Non-Price Proposal In the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
BT Trucking	
Eduardo Arambula	Owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Ace Fence Company	
Amy Tsui	Owner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
keller	
Paul Leonard	President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Southern Contracting Co.	
Richard Wayne McBride	President

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez Title President

Name

Date _____

Signature

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal Individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate If principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Superior pavement marking	
Darren Brien Veltz	President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Coast Landscaping, Inc.	
Holland Mason	President

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Prymol Business Management, Inc.	
Deborah Molina	President

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Prime Supply I	
Yumi Charlebois	Owner

Contractor Name: Reyes Construction, Inc.

Certified By Ricardo Jimenez

Title President

Name
Ricardo Jimenez
 Signature

Date 7/11/24

*USE ADDITIONAL FORMS AS NECESSARY**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: <div style="text-align: center; font-size: 2em; font-weight: bold;">NA</div>			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) (attach Continuation Sheet(s) SF-LLL4, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL4, if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time lee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____			
12. Form of Payment (check all that apply) <input type="checkbox"/> a, cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL4, if necessary)					
15. Continuation Sheet(s) SF-LLL4 attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Ricardo Jimenez</u> Print Name: <u>Ricardo Jimenez</u> Title: <u>President</u> Telephone No.: <u>825-2250</u> Date: <u>7/11/24</u>			
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)		

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page _____ of _____

NA

Authorized for Local Reproduction
Standard Form - LLL-A

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

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

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

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

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

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



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

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

Subcontractor Name CINDY TRUMP, INC. DBA LINDYS COLD PLAINING		Project Name South Mission Beach Storm Drain and Green Infrastructure
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact BRIANNA TRUMP
Address 625 W. MOUNTAIN VIEW AVENUE LA HABRA, CA 90631		
Telephone No. 562-697-2286		Email Address BRIANNA@WEGRINDASPHALT.COM
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego

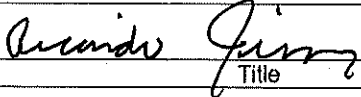
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
93	Street Sweeping	\$207,792

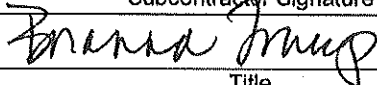
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA	Meets/exceeds EPA certification standards?
Other: _____	YES NO <input checked="" type="checkbox"/> Unknown

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

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

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

Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

- Subcontractor Signature	Print Name
	BRIANNA TRUMP
Title	Date
CFO	JULY 10, 2024

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

FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

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

Subcontractor Name ALVAREZ TRUCKING LLC		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact BRIANNA & DANIEL ALVAREZ	
Address 1329 TWINING AVE SAN DIEGO, CA 92154			
Telephone No. (619)921-9330		Email Address ALVAREZTRUCKINGLLC@YAHOO.COM	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	

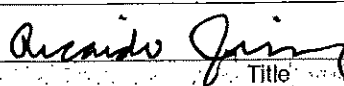
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
16, 23-25, 27 30, 31, 54 56-60, 62 67, 70, 74 106, 118, 119, 143	HAULING SERVICES INCLUDING ROCK, GRAVEL, DEMO AND HOT ASPHALT.	\$280,000

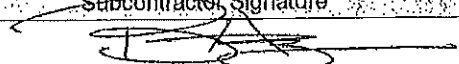
DBE Certified By: <u>DOT</u> <u>SBA</u> Other: <u>SUPPLIER CLEARINGHOUSE</u>	Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown
---	---

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

Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	BRIANNA ALVAREZ
Title	Date
MEMBER/OWNER	07/10/2024

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

FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

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Subcontractor Name CMB STRUCTURES, INC		Project Name South Mission Beach Storm Drain and Green Infras	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact STEVE SULLIVAN	
Address 7090 ARCHIBALD AVE RANCHO CUCAMONGA CA 91701			
Telephone No. 9099804538		Email Address STEVE@CMBSTRUCTURES.COM	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
35, 38-40 42 43 45-53	see attached document RJ. Minor concrete structures	\$638,875
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>WBENC</u>		Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
<i>Ricardo Jimenez</i>	<i>Ricardo Jimenez</i>
Title	Date
<i>President</i>	<i>7/11/24</i>

Subcontractor Signature	Print Name
<i>Morgan Hoover</i>	MORGAN HOOVER
Title	Date
EXECUTIVE OFFICER	7/9/24

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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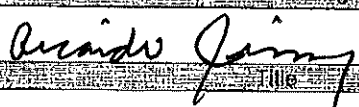
Subcontractor Name <i>AY-1 TRUCKING INC</i>		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C NA		Assistance Agreement ID No. (if known)	Point of Contact <i>Kewin</i>
Address <i>Box 741901</i>			
Telephone No. <i>619 410-7351</i>		Email Address <i>LAJ@AYCO@SBCglobal.net</i>	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>16, 23-25, 27 30, 31, 54, 56-60, 62, 67, 70, 71, 106, 119, 143, 118</i>	<i>Pump TRUCK services, MATERIAL Supply.</i>	<i>\$172,500</i>
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	Kevin D. Williams
Title	Date
OWNER	7-11-2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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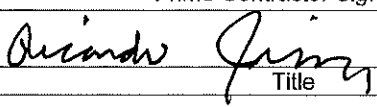
Subcontractor Name Ace Fence Company		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact Ben Layos	
Address 727 Glendora Ave., La Puente, CA 91744			
Telephone No. 626.333.0727		Email Address blayos@acefencecompany.com	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
119	Fencing	\$28,910
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	Amy Tsui
Title	Date
President	07/11/2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



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

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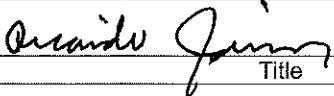
Subcontractor Name Two Rivers Strategies Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact Reema Makani Boccia	
Address 9820 Alto Dr., La Mesa, CA 91941			
Telephone No. 619-726-2179		Email Address reema@tworiverspr.com	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	

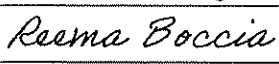
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
541820 23. 6,103	exclusive community liaison services	\$150,000
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: <u>City of SD - 213E (UBE)</u>		Meets/exceeds EPA certification standards? YES NO Unknown

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	Reema Boccia
Title	Date
Principal	7/11/24

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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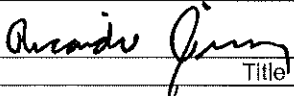
Subcontractor Name YMSC, INC DBA PRIME SUPPLY 1		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact	
Address 12393 DOHERTY ST			
Telephone No. 951-427-5711		Email Address yumi@primesupply1.com	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	

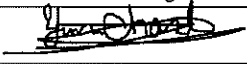
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
67-71	RCP	\$643,680
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	YUMI CHARLEBOIS
Title	Date
PRESIDENT	7/10/24

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

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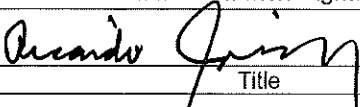
Subcontractor Name Prymol Business Management Inc.		Project Name South Mission Beach Storm Drain and Green Infrast	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact	
Address 9701 Fullbright Ave., Chatsworth, CA 91311			
Telephone No. (818) 336-0771		Email Address prymolbmi@gmail.com	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
67-72 138-140 148, 149 20. 274 34-60 110-114 124	Geotextiles mis. concrete products	\$58,190. ⁷⁵
DBE Certified By: <input checked="" type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA Other: <u>women owned minority</u>		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	MICHAEL PRYOR
Title	Date
VP GOV SALES	07-11-2024

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Disadvantaged Business Enterprise (DBE) Program

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Subcontractor Name Infra-Structure Aggregates Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact	
Address 10058 Iron Mountain Court, Altaloma, CA 91737			
Telephone No. 809-941-3694		Email Address renee.isaia@ gmail.com	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	

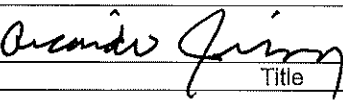
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
18, 41, 67-72 146, 148, 149	Aggregates	\$589,258.09

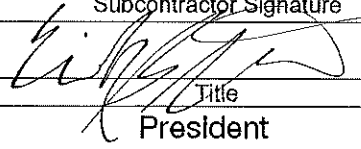
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____	Meets/exceeds EPA certification standards? YES NO Unknown
--	---

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	Erik Stein
Title	Date
President	7/11/2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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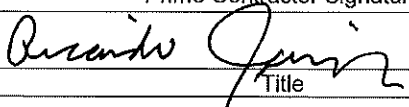
Subcontractor Name BT Trucking Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known) NA	Point of Contact Preston Landt	
Address 2020 17th Street, Suite 2016, Bakersfield, CA 93301			
Telephone No. 661-440-1476		Email Address estimating@bttruckinginc.com	
Prime Contractor Name Reyes Construction, Inc.		Issuing/Funding Entity City of San Diego	

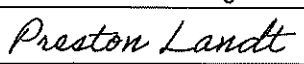
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
4, 25, 27, 35-53, 67-72, 74, 101, 108, 115, 120, 147, 149	Dirt Export	\$640,000.⁰⁰
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
	Preston landt
Title	Date
Estimator	7/11/2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

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Subcontractor Name Loveless Linton, Inc		Project Name South Mission Beach Stormdrain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Eddie Carrera	
Address 1421 W Lewis St. San Diego, CA 92103			
Telephone No. 858-877-8827		Email Address eddie@loveless-linton.com	
Prime Contractor Name Reyes construction, Inc.		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
line items: 7, 8, ^{PJ} 11	Mitigation, Monitoring, and Reporting	\$485,194.80 \$468,694.80 ^{PJ}
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

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Prime Contractor Signature	Print Name
<i>Ricardo Jimenez</i>	<i>Ricardo Jimenez</i>
Title	Date
<i>President</i>	<i>7/11/24</i>

Subcontractor Signature	Print Name
<i>Eduardo C.</i>	<i>Eddie Carrera</i>
Title	Date
<i>Project Manager</i>	<i>7/9/2024</i>

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

FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

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

Subcontractor Name Merkel & Associates, Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Keith W. Merkel	
Address 5434 Ruffin Road / San Diego, CA 92123			
Telephone No. 858-560-5465		Email Address krugers@merkelinc.com	
Prime Contractor Name Reyes Construction		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<p>PJ. 007000 96</p> <p>500000 97</p> <p>000000 95</p>	<p>10000000 Elgrass Planting</p> <p>30-day Plant Establishment Period</p> <p>60-month Post-transplant Monitoring</p>	<p>155,776</p> <p>155,776</p> <p>155,776</p> <p>\$155,776</p>
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown

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

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

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

Prime Contractor Signature	Print Name
<i>Ricardo Jimenez</i>	<i>Ricardo Jimenez</i>
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
<i>Barbara L. Merkel</i>	Barbara L. Merkel
Title	Date
President / Treasurer	July 10, 2024

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

FORM 4500-3 (DBE Subcontractor Performance Form)



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

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

Subcontractor Name RAP Engineering		Project Name S. Mission Beach Storm Drain & Green Infra.	
Bid / Proposal No. 24-052 Rev 1	Assistance Agreement ID No. (if known)	Point of Contact Steven Whitlock	
Address 503 E Mission Rd, San Marcos CA 92069			
Telephone No. 760-233-2980		Email Address swhitlock@rapenginc.com	
Prime Contractor Name Reyes Construction Inc.		Issuing/Funding Entity City of San Diego	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
32, 33, 85-87	Refer to bid no 24-052 rev 1	\$593,231.⁹⁵

DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____	Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown
--	---

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Prime Contractor Signature	Print Name
<i>Ricardo Jimenez</i>	<i>Ricardo Jimenez</i>
Title	Date
President	7/11/24

Subcontractor Signature	Print Name
<i>steve whitlock</i>	Steven Whitlock
Title	Date
Vice President	07/10/2024

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



Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Utilization Form

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

Prime Contractor Name Reyes Construction, Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Ricardo Jimenez	
Address 1383 South Signal Drive, Pomona, CA 91766			
Telephone No. 909-622-2249		Email Address rjimenez@reyesconstruction.com	
Issuing/Funding Entity City of San Diego			

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

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
RS. Pre-Con Products	240 Los Angeles Ave., Simi Valley, CA 93065/ 805.527.0841/ sgarcia@pre-conproducts.com		Yes RS.
RS. Prime Supply 1	12393 Doherty St, Riverside, CA 92503 / 866.452.4525/ contact@primesupply1.com	\$643,680	Yes
24/7 Trucking	180 Woodman St. San Diego CA 92114 619.262.5171 cadirtco@sbcglobal.net	\$172,500	Yes

--Continue on back if needed--

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Disadvantaged Business Enterprise (DBE) Program

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Prime Contractor Name Reyes Construction, Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Ricardo Jimenez	
Address 1383 South Signal Drive, Pomona, CA 91766			
Telephone No. 909-622-2249		Email Address rjimenez@reyesconstruction.com	
Issuing/Funding Entity City of San Diego			

I have identified potential DBE certified subcontractors. <input checked="" type="checkbox"/> YES NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Merkel & Associates, Inc.	5434 Ruffin Rd., San Diego, CA 92123 / 858.560.5465/ krogers@merkelinc.com	\$155,776	Yes
Loveless Linton, Inc.	1421 W Lewis St., San Diego, CA 92103 / 858.877.8827 / eddie@loveless-linton.com	\$468,694.50	Yes
Cindy Trump, Inc.	625 W. Mountain View Ave., La Habra, CA 90631 / 562.697.2286/ brianna@wegrindasphalt.com	\$207,792	Yes

--Continue on back if needed--

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Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

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Prime Contractor Name Reyes Construction, Inc.		Project Name South Mission Beach Storm Drain and Green Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Ricardo Jimenez	
Address 1383 South Signal Drive, Pomona, CA 91766			
Telephone No. 909-622-2249		Email Address rjimenez@reyesconstruction.com	
Issuing/Funding Entity City of San Diego			

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

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Alvarez Trucking LLC	1329 Twining Ave., San Diego, CA 92154 / 619.921.9330 / alvareztruckingllc@yahoo.com	\$ 280,000 \$ 499,100	Yes R.S.
Vic Salazar Communications	5205 Kearny Villa Way, Ste 107, San Diego, CA 92123 / 619.517.4744 / vic@vicsalazar.com	\$ 500,000	Yes
Infra-Structure Aggregates	10058 Iron Mountain Ct., Alta Loma, CA 91737 / 909.941.3694 / renee@isainc@gmail.com	\$ 589,250	Yes

--Continue on back if needed--

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Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Utilization Form

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Prime Contractor Name Reyes Construction, Inc		Project Name South Mission Beach Storm Drain and Greenm Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Ricardo Jimenez	
Address 1383 South Signal Drive, Pomona, CA 91766			
Telephone No. 909-622-2259		Email Address rjimenez@reyesconstruction.com	
Issuing/Funding Entity City of San Diego			

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

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
BT Trucking	70. Box 1118 Bakersfield, CA 93302 (661) 460-8365 estimating@bttruckinginc.com	\$640,000	Yes
Prymol	9701 Fullbright Ave. Chatsworth, CA 91311 (818) 336-0771 Prymolbmi@gmail.com	\$58190.70	Yes
ACE Fence Company	727. N. Glendora Ave. La Puente, CA 91774 (626) 333-0727 blayos@ace-fencecompany.com	\$28,910	Yes

--Continue on back if needed--

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Disadvantaged Business Enterprise (DBE) Program

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Prime Contractor Name Reyes Construction, Inc		Project Name South Mission Beach Storm Drain and Greenm Infrastructure	
Bid / Proposal No. K-24-2115-DBB-3-A-C	Assistance Agreement ID No. (if known)	Point of Contact Ricardo Jimenez	
Address 1383 South Signal Drive, Pomona, CA 91766			
Telephone No. 909-622-2259		Email Address rjimenez@reyesconstruction.com	
Issuing/Funding Entity City of San Diego			

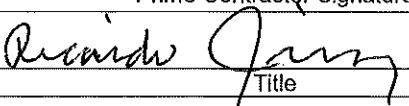
I have identified potential DBE certified subcontractors. <input checked="" type="checkbox"/> YES NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Two Rivers Strategies	9820 Alto Dr. La Mesa, CA 91941/ 619.726.2179 / reema@tworiverspr.com	\$150,000	Yes
CMB Structures	7090 Archibald Ave. Rancho Cucamonga, CA 91701/ 909.980.4538/ chris@cmbstructures.com	\$638,875	Yes
RAP Engineering	503 E. Mission Rd. San Marcos, CA 92069 / 760.233.2980 / rperez@rapenginc.com	\$593,231.95	Yes

--Continue on back if needed--

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

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

Prime Contractor Signature	Print Name
	Ricardo Jimenez
Title	Date
President	7/11/2024

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

FORM 4500-4 (DBE Subcontractor Utilization Form)

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@san diego.gov
Phone No. (619) 533-3426

ADDENDUM A



FOR

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE

BID NO.:	K-24-2115-DBB-3-A-C
SAP NO. (WBS/IO/CC):	B-18117, B-18118
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	CA, DA, CC
CDBG NO.:	C-06-8553-110

BID DUE DATE:

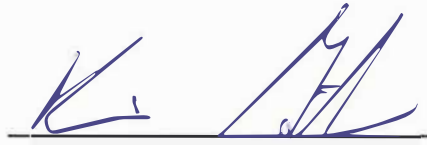
**2:00 PM
JUNE 26, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS


<http://www.sandiego.gov/cip/bidopps>

ENGINEER OF WORK

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



1) Registered Engineer

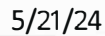


Date

Seal:



2) For City Engineer



Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Please confirm DBE goal.

A1. The Environmental Protection Agency (EPA) "fair share" objective goals for Construction are – 2% MBE, 1% WBE. Please refer to Solicitation - Notice Inviting Bids Section 8.6 - California State Water Resources Control Board - Clean Water State Revolving Fund (CWSRF).

Q2. Do we have to use all the listed Databases from Good Faith Effort Guidelines (Sub-Net, MBDA Office, SBA Dynamic Business, Caltrans website) when conducting searches/ advertising? Or can we choose to use the ones we prefer?

A2. Bidders must utilize the Federal and State agencies; SBA Dynamic Business Search, Caltrans, and CPUC, when conducting DBE searches. Bidders must also contact and post their solicitation through Sub-Net and the MBDA office when advertising. Please see Solicitation Attachment D – Funding Agency Provisions Section 12.8 – Federal Agencies and Section 12.9 – State Agencies for the list of Federal and State Agencies that are required to be contacted. Please also see Section 12.9 Notes for the required Federal and State databases that must be utilized to search for DBEs.

Q3. When conducting searches for DBEs/ MBE/ WBE is San Diego the only county we should be searching in? Please confirm we do not have to include Los Angeles, Orange County.

A3. Bidders should solicit to DBE subcontractors in any geographical region that are willing to work in the San Diego area.

Q4. Aside from advertising on the SUB-NET website, can we advertise/ post subcontracting opportunities on other websites? (i.e., AGC San Diego, Small Business Exchange, etc.)

- A4. There is no limitation on additional websites Bidders may post on, however Bidders are required to contact and post solicitations on the Federal Agencies websites listed in the Solicitation, the U.S. Small Business Administration (SBA) and may also utilize the U.S. Department of Commerce Minority Business Development Agency (MBDA).
- Q5. Please explain what type of Good Faith Efforts are required for this project. Would completing Form AA61, AA62 and AA63 satisfy the requirements, or are additional steps required?
- A5. Simply completing all AA61, AA62, and AA63 forms alone is not enough to satisfy the GFE requirements. Please see Solicitation Attachment D – Funding Agency Provisions Section 11 – Agency Specific Provisions and Section 12 - DBE Potential Resource Centers for the full GFE requirements for this project. Please also see the EPA WIFIA Good Faith Effort Guidelines uploaded to PlanetBids for additional guidance and clarification on GFE submittal.
- Q6. Please confirm that Form 4500-3 has to be filled out by all listed DBE subcontractors.
- A6. The Prime Contractor must have all its DBE subcontractors complete this form. Please see Solicitation Attachment D – Funding Agency Provisions Section 14.1.1 for more information.
- Q7. Please confirm that Form 4500-4 has to be out filled by all listed DBE subcontractors.
- A7. Form 4500-4 must be filled out by the Prime Contractor and include all required information regarding their DBE subcontractors. Please see Solicitation Attachment D – Funding Agency Provisions Section 14.1.1 for more information.
- Q8. Page 106 Section 12.7 of Final Solicitation states “a regular letter or an unanswered is not an adequate “Good Faith” effort. Please advise how many e-mails/ calls a contractor must send or make in order to show “Good Faith” when a potential DBE subcontractor is not responding.
- A8. Bidders are only required to send one invitation to each potential DBE subcontractor; however, the level of effort by the Bidder will be considered in this section. It is the Bidder’s responsibility to display their level of intent to attract & use DBEs on this project. The record of “good faith” efforts shall indicate a real desire for a positive response, such as

an email or a documented telephone conversation. Please see Solicitation Attachment D – Funding Agency Provisions Section 12.6, and Section 4 – Broad Base DBE Solicitation of the EPA WIFIA Good Faith Effort Guidelines uploaded to PlanetBids for more information.

- Q9. The project specifications include provisions for the contractor to provide a good faith effort to seek participation from minority firms. Since no minority goal has been established for the project, will a good faith effort be required?
- A9. Please see response to question 1 for the EPA “fair share” objective goals for this project. The submission of GFE documentation is REQUIRED, or bid shall be declared non-responsive. Please see Notice Inviting Bids Section 8.7 for more information.
- Q10. I'm currently working on the initial stages of the Good Faith Effort and need some clarification on whether DBEs are required for this project. I see percentage goals set for MBEs and WBEs, but none for DBEs, although DBEs are mentioned throughout the specifications. I'm a bit confused, and since the GFE Guidelines mandate a 30-day notice to the MDBA, I would appreciate clarification soon.
- A10. The EPA “fair share” objective goals for this project are for MBE and WBE firms, listed in the Solicitation - Notice Inviting Bids section 8.6 - California State Water Resources Control Board - Clean Water State Revolving Fund (CWSRF). DBE is used to reference both types of certifications, as MBEs and WBEs are a part of a larger universe of DBEs.
- Q11. I am a supplier for the Hydromatic pump listed & I don't see any P&ID drawings specifically for the instrumentation. Is this something you will provide?
- A11. Refer to bidding documents.

C. NOTICE INVITING BIDS

1. To item 9, NON-MANDATORY PRE-BID MEETING, **sub-item 9.1., ONLINE PRE-BID MEETING, DELETE** in its entirety and **SUBSTITUTE** with the following:

9.1. ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on **Thursday May 30, 2024**, at **10:00 AM** (PDT) at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Join the meeting now](#)

Meeting ID: 282 378 631 579

Passcode: foMruK

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

Or call in (audio only)

[+1 945-468-5511,,512312541#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 512 312 541#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

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

D. ATTACHMENTS

1. To Attachment D, FUNDING AGENCY PROVISIONS, **Section 10, Wage Rates**, pages 74 through 102, **DELETE** in its entirety and **SUBSTITUTE** with pages 10 through 39 of this Addendum.

E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Section 5, LEGAL RELATIONS AND RESPONSIBILITIES, **subsection 5-4.5.1.1**, page 133, **DELETE** in its entirety and **SUBSTITUTE** with the following:

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at

California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

California State Water Resources Control Board, Division of Financial Assistance, Clean Water State Revolving Fund, 1001 I Street, 16th Floor, Sacramento, CA 95814 to be covered as additional insureds on the Contractor's CGL policy with respect to Liability arising out of work or operations performed by on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (as least as broad as ISO Form CG 20 10 11 85).

United States Environment Protection Agency, WIFIA Director, 1200 Pennsylvania Avenue NW, Washington, DC 20460 are to be covered as additional insureds on the Contractor's CGL policy with respect to Liability arising out of work or operations performed by on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (as least as broad as ISO Form CG 20 10 11 85).

2. To Attachment E, **Section 301, SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS**, item 21, subitems h and i, page 189, **DELETE** in their entirety and **SUBSTITUTE** with the following:
 - h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The "asphalt concrete base" shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.
 - i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 25% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

F. PLANS

1. To Drawing Numbers **41306-01-D, 41306-36-D** through **41306-38-D**, and **41306-57-D**, **DELETE** in their entirety and **REPLACE** with pages 40 through 44 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *May 28, 2024*
San Diego, California

RA/AJ/rs

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

"General Decision Number: CA20240001 05/24/2024

Superseded General Decision Number: CA20230001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.	

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/05/2024
5	04/12/2024
6	05/24/2024

ASBE0005-002 09/01/2023

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

ASBE0005-004 07/04/2022

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

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-008 11/01/2023

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 46.73	19.02

* BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

* BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

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

CARP1607-004 07/01/2021

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

ELEC0569-001 06/05/2023

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

ELEC0569-004 08/28/2023

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 40.78	15.00
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

ELEC0569-005 08/28/2023

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 40.78	15.00
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission,		

transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 06/05/2023

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

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		

trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

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

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

ENGI0012-004 08/01/2023

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

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80

	Rates	Fringes
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig 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); Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) 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; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling

pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.);

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) ; Tower crane operator and tower gantry

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM.

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0229-001 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2022

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

RESIDENTIAL DEFINITION: Wood or metal frame construction of
single family residences, apartments and condominiums -
excluding (a) projects that exceed three stories over a
garage level, (b) any utility work such as telephone, gas,
water, sewer and other utilities and (c) any fine grading
work, utility work or paving work in the future street and

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

LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter

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

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

LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER)	\$ 33.00	19.23

LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental

Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-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 frabricks; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine

hand propelled.

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

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

LABO0300-005 08/01/2022

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

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

LABO0345-001 07/01/2022

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades,

fencing, cable anchor, guard rail, reference signs,
monument markers; operation of all related machinery and
equipment; power broom sweeper

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

LABO1414-003 08/03/2022

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

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

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

PAIN0036-001 07/01/2023

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

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

PAIN0036-010 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 41.14	23.05
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2023

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

PAIN0036-019 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.77	18.62

PLAS0200-005 08/03/2022

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

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

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2023

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 61.68	26.51
Work ONLY on new additions and remodeling of commercial buildings,		

	Rates	Fringes
bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

PLUM0016-011 09/01/2023

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

PLUM0345-001 09/01/2023

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

ROOF0045-001 07/01/2023

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

SFCA0669-001 04/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.19	26.30

SHEE0206-001 07/01/2023

	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 50.20	30.80
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	10.24

SHEET METAL TECHNICIAN - SCOPE:

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

TEAM0166-001 07/01/2023

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

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that

the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION"

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSINGS AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL STORM DRAIN GRATES THAT ARE LOCATED WITHIN A PEDESTRIAN CROSSING SHALL MEET ADA STANDARDS.
- CONTRACTOR TO COORDINATE THE SUPPORTING OR REMOVAL OF UTILITY POLES WITH THE RESIDENT ENGINEER AND SDG&E PRIOR TO BEGINNING CONSTRUCTION IF ANY POLES ARE IN CONFLICT WITH THE INSTALLATION OF PROPOSED IMPROVEMENTS. THE UTILITY POLES WITHIN THE PROJECT LIMITS ARE EXPECTED TO BE REMOVED AS PART OF THE BLOCK 2SIPROJECT, BUT THE DATE OF THESE REMOVALS IS STILL UNKNOWN.
- ARCHAEOLOGICAL AND PALEONTOLOGICAL MONITORING REQUIRED ON THIS PROJECT. SEE APPENDIX O OF THE SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE WITH THE RESIDENT ENGINEER PRIOR TO INSTALLING STORM DRAIN IMPROVEMENTS THAT ARE ADJACENT TO THE PROPOSED WATER AND SEWER IMPROVEMENTS TO MAKE SURE THAT THE DEEPER OF THE UTILITIES IS INSTALLED FIRST.
- PVC SCHEDULE 80 DWV PIPE AND FITTINGS SHALL BE SOLVENT WELDED.
- IN NARROW STREETS AND ALLEYS CONTRACTOR SHALL UTILIZE SMALLER EQUIPMENT TO AVOID IMPACTS TO EXISTING IMPROVEMENTS AND PRIVATE PROPERTY NOT SPECIFICALLY IDENTIFIED TO BE IMPACTED ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING/REPLACING EXISTING IMPROVEMENTS THAT ARE DAMAGED.

GEOTECHNICAL NOTES

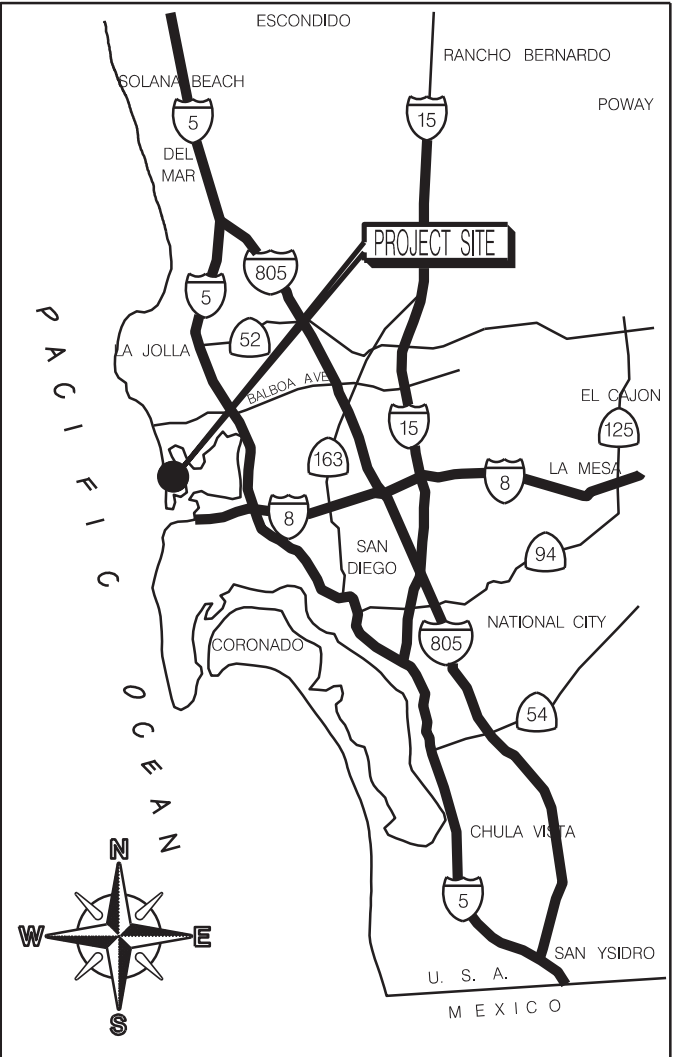
- GROUNDWATER IS ANTICIPATED TO BE ENCOUNTERED THROUGHOUT THE LIMITS OF THE PROJECT AT DEPTHS RANGING FROM 3 FEET TO 11FEET BELOW GROUND SURFACE (APPROXIMATE ELEVATIONS -2 FEET TO +7 FEET MSL) BASED ON THE FINDINGS OF THE GEOTECHNICAL REPORT. GROUNDWATER ELEVATIONS MAY FLUCTUATE SIGNIFICANTLY BASED ON SEASONAL AND TIDAL CHANGES.
- SIGNIFICANT GROUNDWATER INFLOWS CAN BE EXPECTED IN EXCAVATIONS WITHIN GROUNDWATER UNLESS ADEQUATE MEASURES ARE TAKEN TO MITIGATE THE GROUNDWATER INFLOW.
- TRENCH SHORING IS RECOMMENDED WITHIN THE PORTIONS OF THE PROJECT WHERE THERE IS PAVEMENT. TRENCH SHORING SHALL BE EXTENDED TO A DEPTH OF AT LEAST 10 FEET BELOW THE BOTTOM OF THE PROPOSED TRENCH EXCAVATION DUE TO THE PRESENCE OF GROUNDWATER.
- SOILS WITHIN THE PROJECT SITE ARE CONSIDERED TO BE AGGRESSIVE TO CONCRETE. TYPE 5 PORTLAND CEMENT CONCRETE SHALL BE USED FOR PROPOSED FACILITIES WITHIN THE PROJECT.
- FILL MATERIAL FOR TRENCH BACKFILL SHOULD BE FREE OF BIODEGRADABLE MATERIAL, HAZARDOUS SUBSTANCE CONTAMINATION, OTHER DELETERIOUS DEBRIS, AND OR ROCKS OR HARD LUMPS GREATER THAN 6 INCHES. IF THE FILL MATERIAL CONTAINS ROCKS OR HARD LUMPS, AT LEAST 70% (BY WEIGHT) OF ITS PARTICLES SHALL PASS A U.S. STANDARD 3/4-INCH SIEVE. FILL MATERIAL SHOULD CONSIST OF PREDOMINANTLY GRANULAR SOIL (LESS THAN 40 PERCENT PASSING THE U.S. STANDARD #200 SIEVE) WITH EXPANSION INDEX LESS THAN 50.
- SOIL MATERIAL ENCOUNTERED ONSITE IS CONSIDERED SUITABLE FOR USE AS BACKFILL MATERIALS. MATERIALS TO BE REUSED AS COMPACTED BACKFILL SHALL BE DRIED PRIOR TO USE AS TRENCH BACKFILL MATERIAL WHERE IT IS REMOVED WITHIN GROUNDWATER. IF UNSUITABLE MATERIALS ARE ENCOUNTERED, THEY SHALL BE REMOVED FROM THE PROJECT SITE AND NOT USED AS BACKFILL MATERIAL.
- IN AREAS WHERE LOOSE OR SOFT SOILS ARE ENCOUNTERED AT THE BOTTOM OF ANY MANHOLE/BOX STRUCTURE EXCAVATIONS, THE LOOSE OR SOFT SOIL MATERIALS SHALL BE REMOVED AND REPLACED WITH 3*4" CRUSHED ROCK MATERIALS WRAPPED IN GEOTEXTILE FABRIC PER THE GEOTECHNICAL RECOMMENDATIONS. THE OVER EXCAVATION OF ANY LOOSE/SOFT SOIL MATERIAL SHOULD BE EVALUATED AND DETERMINED IN THE FIELD BY THE CITY'S RESIDENT ENGINEER.
- IMPORTED BACKFILL MATERIALS WILL BE REQUIRED FOR THE "PIPE BEDDING ZONE" AND "PIPE ZONE". CRUSHED ROCK SHALL BE USED FOR PIPE ZONE AND BEDDING BACKFILL MATERIALS WITHIN GROUNDWATER AND SHALL BE WRAPPED IN GEOTEXTILE FILTER FABRIC (MIRAFIL40N OR APPROVED EQUAL) TO PREVENT THE MIGRATION OF FINE GRAINED MATERIALS. SEE DETAIL ON SHEET 52.

TRAFFIC CONTROL NOTES:

THE CONTRACTOR SHALL, PER SECTION 601-2J.3 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE WORKING DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF 20 WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

EXISTING STRUCTURES

EX WATER MAIN & VALVES	----
EX WATER METER	----
EX FIRE HYDRANT	○-----○
EX SEWER MAIN & MANHOLES	-----○-----
EX DRAINS	=====
EX PAVEMENT (PROFILE)	////
EX GROUND LINE (PROFILE)	////
EX STREET LIGHT	☼
UTILITY POLE	●
GAS MAIN	-----○-----
ELEC COND, TEL COND, CATV, FIBER OPTIC	---E---T---C---FO---
ELEC STRUCTURE	⌈
CATV STRUCTURE	⌈
TEL STRUCTURE	⌈
FIBER OPTIC STRUCTURE	⌈



VICINITY MAP
NOT TO SCALE

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 9.42
HYDROLOGIC UNIT & WATERSHED PENASQUITOS HU & MISSION BAY WATERSHED
HYDROLOGIC SUBAREA NAME & NO. SCRIPPS (906.3)
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
☐ MINOR WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
☐ WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
☒ SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWO AS AMENDED BY ORDER 2010-0014-DWO AND 2012-0006-DWO
TRADITIONAL: RISK LEVEL 1 ☐ 2 ☒ 3 ☐
LUP: RISK TYPE 1 ☐ 2 ☐ 3 ☐
- CONSTRUCTION SITE PRIORITY
☐ ASBS ☒ HIGH ☐ MEDIUM ☐ LOW

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

RICK ENGINEERING COMPANY
5620 FRIARS ROAD, SAN DIEGO, CA, 92110
619-291-0707

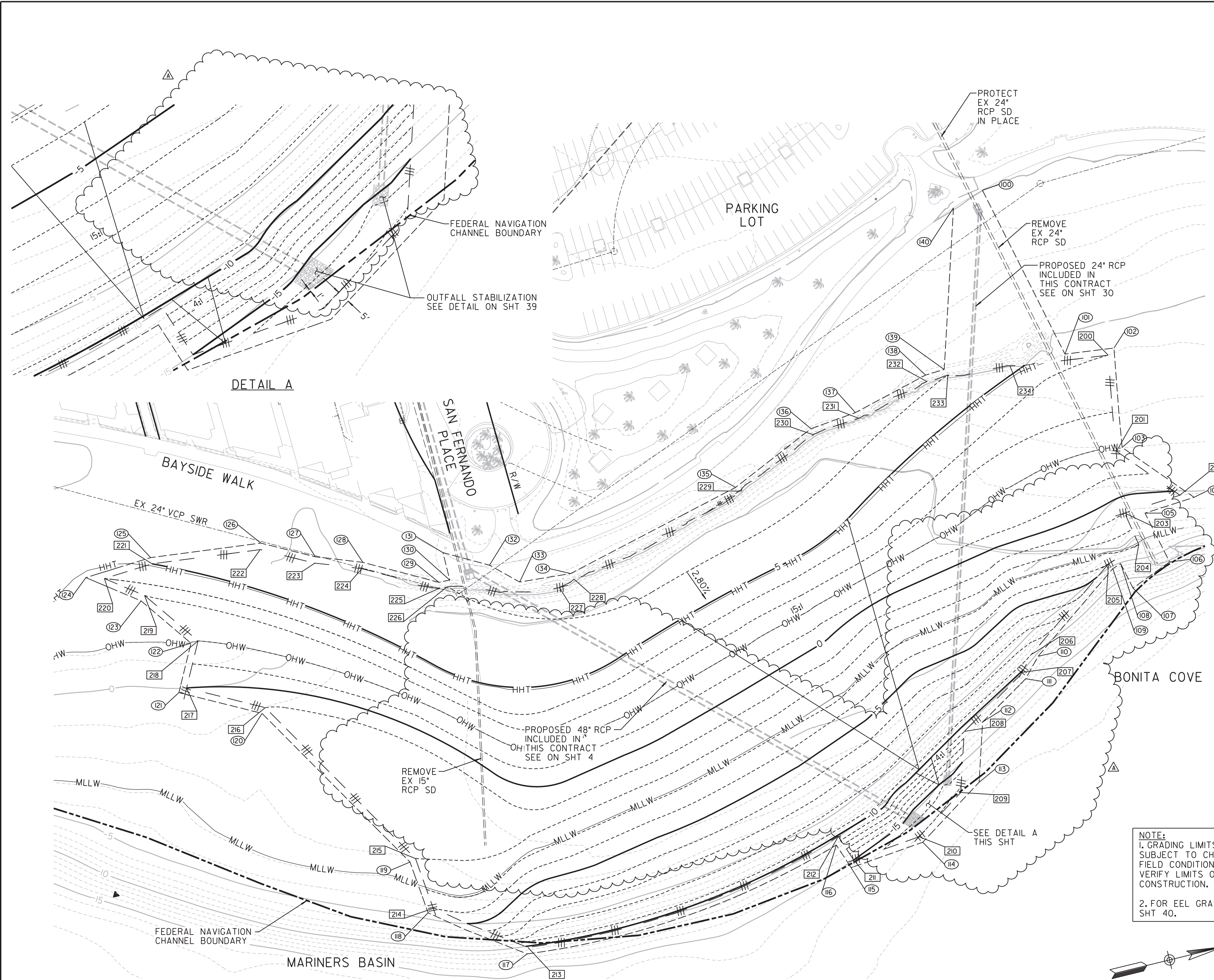
Kevin R. Gibson
KEVIN R. GIBSON

DATE: 03/13/2023

LICENSE NO. 52295

CONSTRUCTION CHANGE / ADDENDUM				WARNING		The City of SAN DIEGO		AS-BUILT INFORMATION		CONSULTANT		PERMANENT STORM WATER BMP CATEGORY:		PLANS FOR THE CONSTRUCTION OF SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE COVER SHEET			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	0 1				MATERIALS	MANUFACTURER			<input type="checkbox"/> PRIORITY PROJECT DEVELOPMENT <input type="checkbox"/> STANDARD DEVELOPMENT PROJECT <input type="checkbox"/> PDP EXEMPT <input checked="" type="checkbox"/> NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 128 SHEETS			
	5/16/24	1, 36, 37, 38, 57		IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.				PIPE (STORM DRAIN)	-			APPROVED: 12/18/2023 DATE: 03/22/24 PRINT DCE NAME: ELHAM LOTFI		SUBMITTED BY: KAREN VERA PROJECT MANAGER			
								STORM DRAIN CLEAN OUTS	-			CHECKED BY: SAMER ALSHAMI PROJECT ENGINEER		WBS B-18118 (GI) B-18117 (SD)			
								CURB INLETS	-			DESCRIPTION		BY	APPROVED		
								STORM DRAIN MANHOLES	-			ORIGINAL		RICK	12/18/23		
								DISSIPATOR	-			ADDENDUM A		RICK	05/21/24		
								CATCH BASINS	-			SEE EACH SHEET CCS27 COORDINATE		SEE EACH SHEET CCS83 COORDINATE			
										RICK ENGINEERING COMPANY San Diego		5620 FRIARS ROAD SAN DIEGO, CA 92110 619-291-0707 (FAX) 619-291-4165		CONTRACTOR INSPECTOR		NTP DATE NOC DATE	

UPDATED SPEC. NO.

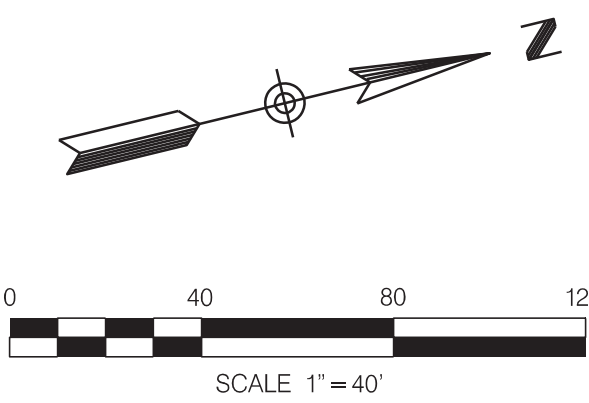


LIMITS OF WORK DATA TABLE		
NO.	NORTHING	EASTING
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101	1861126.61	6254478.14
102	1861165.26	6254482.61
103	1861153.00	6254560.20
104	1861198.74	6254611.82
105	1861158.26	6254614.76
106	1861167.98	6254656.72
107	1861135.10	6254669.88
108	1861130.23	6254648.84
109	1861123.24	6254651.25
110	1861049.76	6254704.40
111	1861036.04	6254719.25
112	1860994.95	6254744.35
113	1860981.09	6254789.81
114	1860926.70	6254825.21
115	1860867.11	6254831.32
116	1860860.10	6254811.24
117	1860603.66	6254836.97
118	1860534.89	6254787.00
119	1860530.49	6254744.77
120	1860444.92	6254603.40
121	1860385.20	6254571.98
122	1860403.61	6254536.41
123	1860373.36	6254494.77
124	1860335.34	6254466.61
125	1860388.71	6254463.39
126	1860475.73	6254472.83
127	1860514.97	6254493.54
128	1860550.32	6254506.66
129	1860604.76	6254536.02
130	1860613.50	6254536.38
131	1860613.38	6254514.06
132	1860646.69	6254532.33
133	1860666.64	6254550.88
134	1860707.27	6254553.89
135	1860849.65	6254518.70
136	1860918.27	6254487.83
137	1860955.33	6254483.83
138	1861015.97	6254468.19
139	1861031.31	6254467.41
140	1861068.48	6254345.51

GRADING LIMITS DATA TABLE		
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201	1861147.97	6254562.08
202	1861188.29	6254607.57
203	1861142.68	6254610.88
204	1861147.63	6254637.54
205	1861120.91	6254646.77
206	1861045.47	6254701.59
207	1861034.36	6254713.68
208	1860979.16	6254748.14
209	1860965.10	6254794.25
210	1860924.98	6254820.36
211	1860870.53	6254825.94
212	1860863.21	6254804.99
213	1860604.83	6254832.07
214	1860539.99	6254784.47
215	1860535.34	6254743.14
216	1860448.48	6254599.62
217	1860391.85	6254570.00
218	1860409.47	6254535.97
219	1860376.95	6254491.21
220	1860349.36	6254470.77
221	1860388.59	6254468.41
222	1860474.06	6254477.68
223	1860513.36	6254498.27
224	1860548.25	6254511.22
225	1860604.42	6254540.59
226	1860610.55	6254540.87
227	1860696.00	6254562.44
228	1860708.77	6254558.78
229	1860853.21	6254522.68
230	1860918.87	6254492.93
231	1860956.56	6254488.72
232	1861015.82	6254473.33
233	1861033.00	6254472.28
234	1861082.34	6254476.72

COFFERDAM DATA TABLE		
NO.	NORTHING	EASTING
300	1861148.87	6254596.37
301	1861163.05	6254657.61
302	1861139.57	6254667.02
303	1861124.54	6254602.13
304	1861030.32	6254611.24
305	1860976.66	6254787.19
306	1860917.31	6254813.44
307	1860905.42	6254816.77
308	1860645.12	6254574.57
309	1860607.11	6254769.64
310	1860567.85	6254761.99
311	1860603.72	6254577.88
312	1860603.63	6254560.03
313	1860714.94	6254584.90
314	1860934.30	6254789.00
315	1860994.32	6254592.15

NOTE:
1. GRADING LIMITS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON VARYING FIELD CONDITIONS. CONTRACTOR TO VERIFY LIMITS OF WORK PRIOR TO CONSTRUCTION.
2. FOR EEL GRASS MITIGATION PLAN SEE SHT 40.

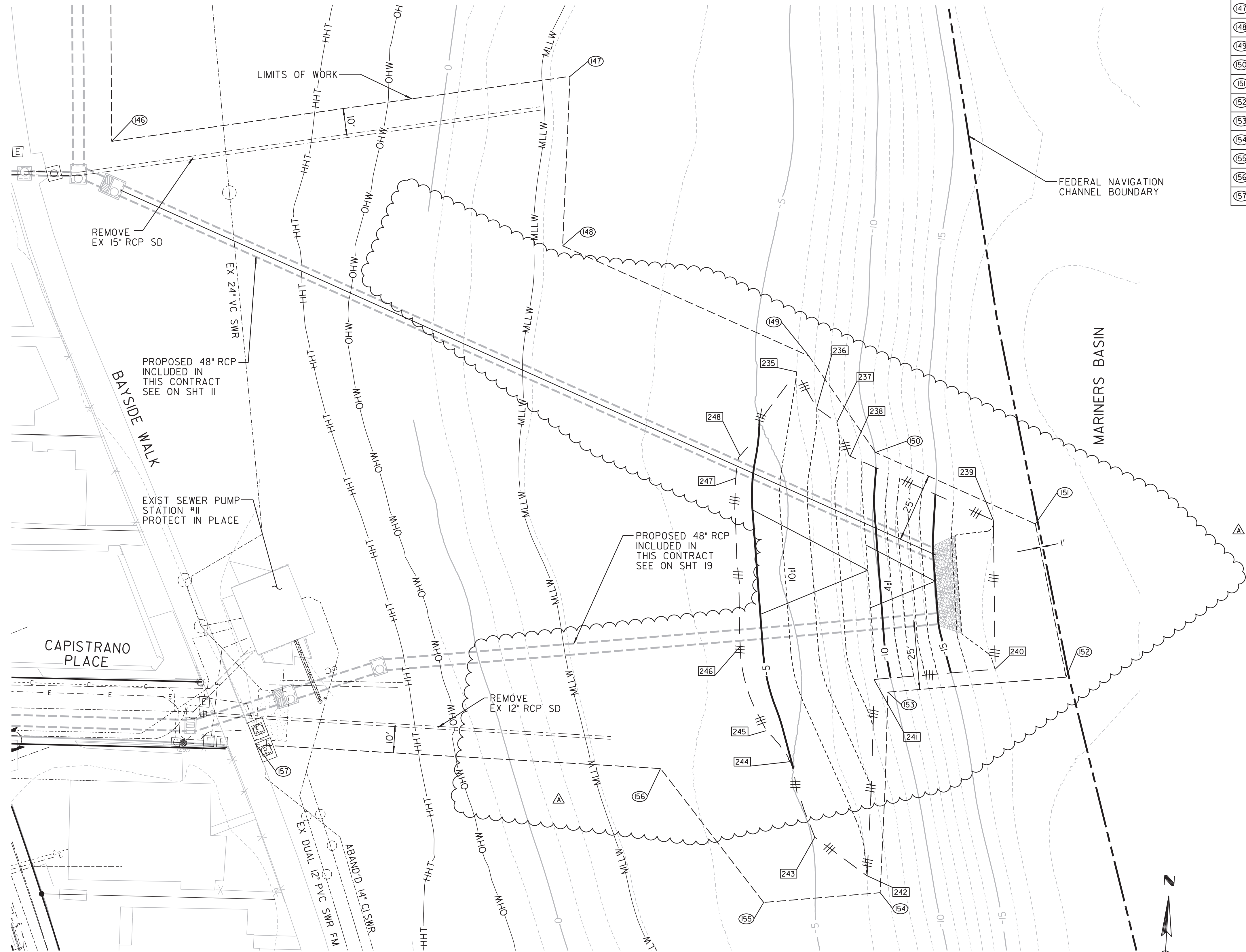


SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE			
OUTFALL GRADING 1			
SYSTEMS 1 & 9			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 36 OF 128 SHEETS		WBS B-18118 (GI) B-18117 (SD)	
APPROVED: 12/18/2023 FOR CITY ENGINEER: ELHAM LOTFI PRINT DCE NAME: C91224		SUBMITTED BY: KAREN VERA PROJECT MANAGER CHECKED BY: SAMER ALSHAMIR PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	RICK		12/18/23
ADDENDUM A	RICK		05/21/24
CONTRACTOR INSPECTOR		NTP DATE	
		NOC DATE	
		41306-36-D	

RICK
ENGINEERING COMPANY
San Diego

5620 FRIARS ROAD
SAN DIEGO, CA 92110
619-291-0707
(FAX) 619-291-4165
rickengineering.com

Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver



LIMITS OF WORK DATA TABLE		
NO.	NORTHING	EASTING
(146)	1859289.20	6254219.27
(147)	1859322.39	6254383.50
(148)	1859261.04	6254384.44
(149)	1859226.45	6254475.73
(150)	1859193.01	6254501.87
(151)	1859170.56	6254561.11
(152)	1859115.88	6254575.44
(153)	1859106.66	6254511.38
(154)	1859034.04	6254512.85
(155)	1859028.07	6254470.99
(156)	1859074.26	6254430.91
(157)	1859074.26	6254284.25

GRADING LIMITS DATA TABLE		
NO.	NORTHING	EASTING
(235)	1859220.39	6254471.67
(236)	1859207.82	6254479.66
(237)	1859203.04	6254487.24
(238)	1859191.22	6254492.48
(239)	1859170.99	6254545.87
(240)	1859117.22	6254549.65
(241)	1859110.74	6254506.25
(242)	1859039.84	6254507.79
(243)	1859052.70	6254488.09
(244)	1859079.48	6254477.61
(245)	1859090.20	6254468.31
(246)	1859120.05	6254457.09
(247)	1859180.77	6254451.92
(248)	1859188.21	6254452.47

COFFERDAM DATA TABLE		
NO.	NORTHING	EASTING
(316)	1859250.93	6254334.92
(317)	1859170.99	6254545.87
(318)	1859117.22	6254549.65
(319)	1859098.27	6254417.21
(320)	1859079.26	6254417.21
(321)	1859079.26	6254374.44

NOTE:
1. GRADING LIMITS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON VARYING FIELD CONDITIONS. CONTRACTOR TO VERIFY LIMITS OF WORK PRIOR TO CONSTRUCTION.

2. FOR EEL GRASS MITIGATION PLAN SEE SHT 40.

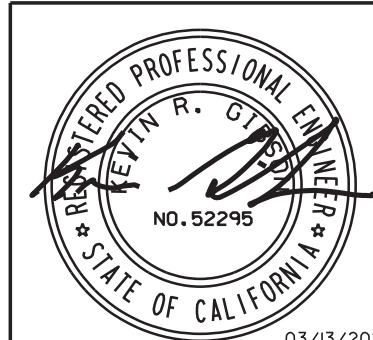
C-34

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE
OUTFALL GRADING 2
SYSTEMS 2 & 3

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 37 OF 128 SHEETS

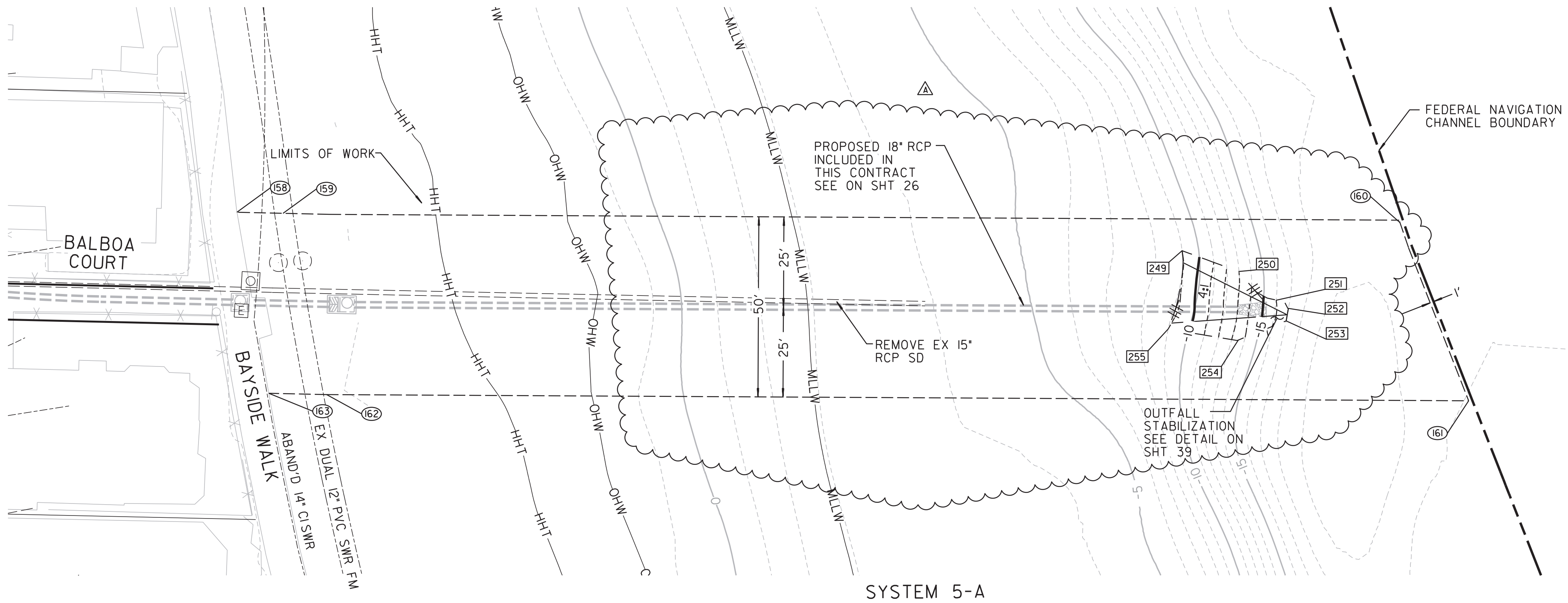
APPROVED: 12/18/2023
FOR CITY ENGINEER: ELHAM LOTFI
PRINT DCE NAME: C91224
DATE: 12/18/23
PROJECT: C91224
SUBMITTED BY: KAREN VERA
PROJECT MANAGER
CHECKED BY: SAMER ALSHAMI
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RICK		12/18/23	
ADDENDUM A	RICK		05/21/24	
218-1689 CCS27 COORDINATE				
1858-6249 CCS83 COORDINATE				
41306-37-D				



CONTRACTOR
INSPECTOR

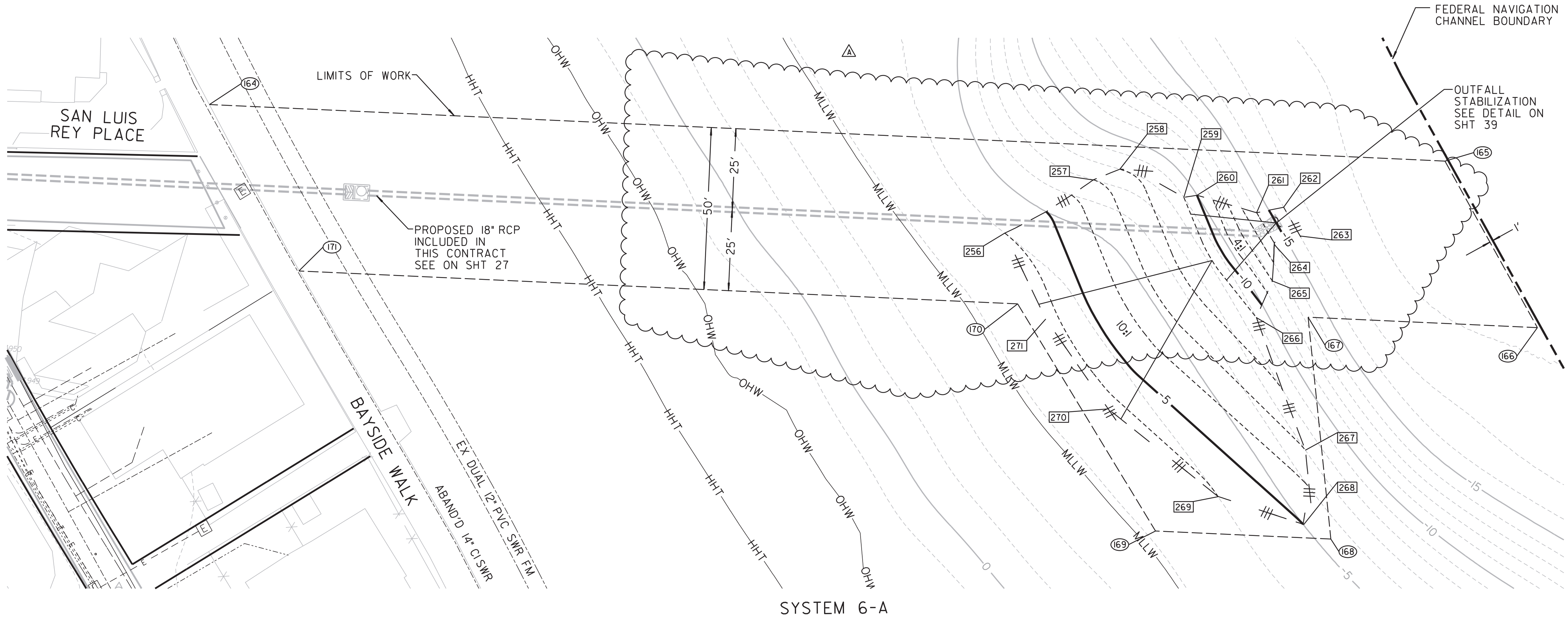
NTP DATE
NOC DATE



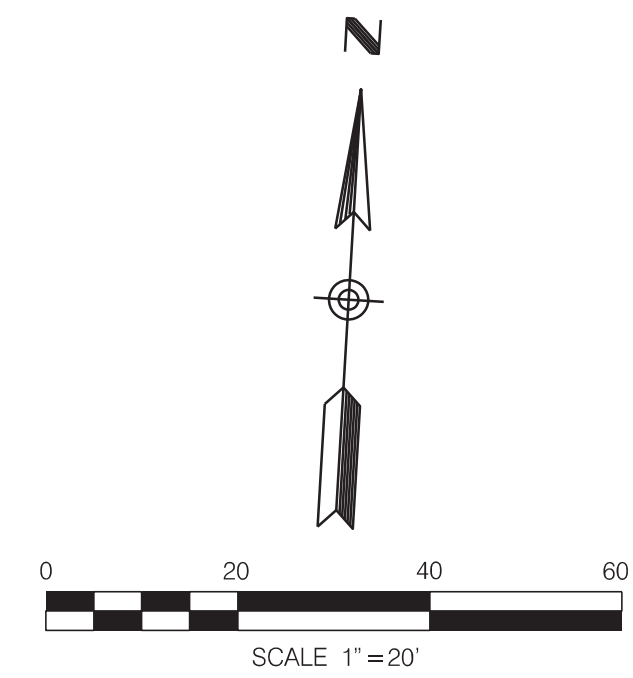
LIMITS OF WORK DATA TABLE		
NO.	NORTHING	EASTING
158	1858734.92	6254383.60
159	1858735.38	6254396.42
160	1858751.63	6254705.90
161	1858702.74	6254728.10
162	1858685.88	6254411.45
163	1858685.31	6254395.41
164	1858362.55	6254525.55
165	1858367.46	6254906.59
166	1858317.86	6254938.05
167	1858316.95	6254867.31
168	1858249.06	6254878.32
169	1858248.36	6254824.26
170	1858315.79	6254777.75
171	1858312.94	6254556.07

GRADING LIMITS DATA TABLE		
NO.	NORTHING	EASTING
249	1858739.66	6254646.24
250	1858734.80	6254662.21
251	1858727.50	6254673.20
252	1858725.43	6254676.48
253	1858721.91	6254676.23
254	1858715.82	6254663.27
255	1858717.73	6254643.65
256	1858337.33	6254772.51
257	1858355.29	6254798.73
258	1858359.11	6254806.75
259	1858351.58	6254826.94
260	1858352.47	6254830.98
261	1858348.16	6254849.60
262	1858350.34	6254857.81
263	1858345.60	6254860.92
264	1858339.17	6254855.59
265	1858327.45	6254855.68
266	1858315.90	6254851.41
267	1858275.97	6254868.89
268	1858253.12	6254869.52
269	1858260.13	6254842.85
270	1858285.11	6254807.47
271	1858311.66	6254786.67

COFFERDAM DATA TABLE		
NO.	NORTHING	EASTING
322	1858735.81	6254502.81
323	1858744.77	6254671.22
324	1858705.68	6254689.29
325	1858696.10	6254509.31
326	1858359.49	6254676.14
327	1858361.98	6254869.80
328	1858322.30	6254894.97
329	1858319.88	6254706.63



NOTE:
1. GRADING LIMITS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON VARYING FIELD CONDITIONS. CONTRACTOR TO VERIFY LIMITS OF WORK PRIOR TO CONSTRUCTION.
2. FOR EEL GRASS MITIGATION PLAN SEE SHT 40.

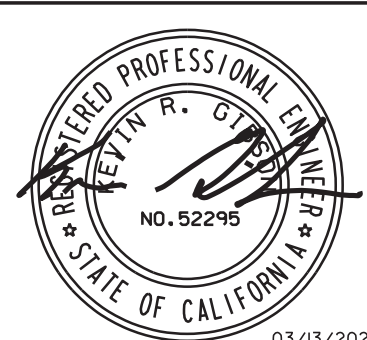


C-35

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE
OUTFALL GRADING 3
SYSTEMS 5 & 6

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 38 OF 128 SHEETS

WBS B-18118 (GI)
B-18117 (SD)



APPROVED: 12/18/2023
FOR CITY ENGINEER: ELHAM LOITI
PRINT DCE NAME: DATE: C91224
CHECKED BY: SAMER ALSHAMIR
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RICK	[Signature]	12/18/23	
ADDENDUM A	RICK	[Signature]	05/21/24	

218-1689
CCS27 COORDINATE
1858-6249
CCS83 COORDINATE
41306-38-D

CONTRACTOR INSPECTOR: NTP DATE: NOC DATE:

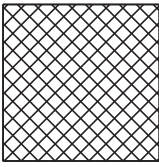
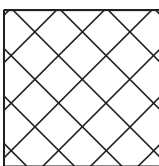
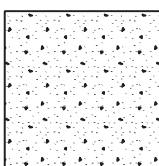

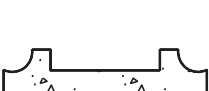

RICK

ENGINEERING COMPANY

5620 FRIARS ROAD
SAN DIEGO, CA 92110
619-291-0707
(FAX) 619-291-4165

rickengineering.com

Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver

<h2 style="text-align: center;">LEGEND</h2>	
	<p>APPROX. LIMITS OF FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)</p>
	<p>APPROX. LIMITS OF FULL WIDTH COLD MILLING (4 INCH) AND AC OVERLAY (2 INCH)</p>
	<p>APPROX. LIMITS OF CONCRETE PAVEMENT REPLACEMENT</p>
	<p>LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)</p>
	<p>CROSS GUTTER/ ALLEY APRON</p>
	<p>PERMANENT RESURFACING TO BE COMPLETED BY THE SOUTH MISSION BEACH WATER AND SEWER PROJECT</p>



City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM B



FOR

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE

BID NO.:	K-24-2115-DBB-3-A-C
SAP NO. (WBS/IO/CC):	B-18117, B-18118
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	CA, DA, CC
CDBG NO.:	C-06-8553-110

BID DUE DATE:

2:00 PM
JULY 11, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/>

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 4, 2024*
San Diego, California

RA/AJ/rs/na

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM C



FOR

SOUTH MISSION BEACH STORM DRAIN AND GREEN INFRASTRUCTURE

BID NO.:	K-24-2115-DBB-3-A-C
SAP NO. (WBS/IO/CC):	B-18117, B-18118
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	CA, DA, CC
CDBG NO.:	C-06-8553-110

BID DUE DATE:

**2:00 PM
JULY 11, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

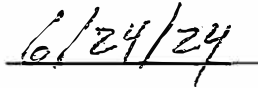
<http://www.sandiego.gov/cip/bidopps/>

ENGINEER OF WORK

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



1) Registered Engineer

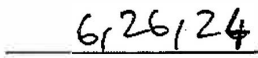


Date

Seal:



2) For City Engineer



Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Will there be a Laydown Area for the Contractor's use? If so, where would it be located?

A1. Refer to Section D of this Addendum to view the available laydown areas for the contractor. The contractor shall vacate these laydown areas during the Summer/Beach Moratorium period during each season.

Q2. Bid Item 136- 30 Day Plant Establishment Period (Eelgrass) is under the Main Bid (South Mission Beach Green Infrastructure). Should this bid item be under the Main Bid (South Mission Beach Storm Drain)?

A2. The bid item has been relocated to the Main Bid for South Mission Beach Storm Drain. Refer to Section E, item 1 of this Addendum.

Q3. Attachment E- Supplementary Special Provisions, Section 6-1.1 has a 120 Calendar Day Plant Establishment Period. Does this Plant Establishment Period apply to the work in the Main Bid- South Mission Beach Green Infrastructure? Which Bid Item do we use for this cost?

A3. The 120 Calendar Day Plant Establishment Period applies to the Main Bid for South Mission Beach Green Infrastructure. Refer to Whitebook Section 801-9.

Q4. Bid Item 91- 60-Month Revegetation Maintenance and Monitoring Project pertains to Appendix I- Long Term Maintenance and Monitoring Agreement under the Main Bid- South Mission Beach Green Infrastructure. Should this bid item be under the Main Bid- South Mission Beach Green Infrastructure?

A4. The 60-Month Long Term Eelgrass Monitoring Agreement applies to the work in the Main Bid – South Mission Beach Storm Drain.

- Q5. Please confirm the City will provide Construction Surveying.
- A5. Refer to the bidding documents.
- Q6. Per 3-12.8.3, states, "The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations." The dewatering permit is not included in the specification. Please provide a copy of the dewatering permit. Are the points of discharge for dewatering into Mariners Basin? What are the treatment requirements?
- A6. There is no dewatering permit. The permit should be obtained by the contractor in accordance with the allowance Bid Item "Dewatering Permit and Discharge Fees (EOC Type I)". The contractor would need to propose the proposed points of discharge and receive approval from the City RE, whether it is in Mariners Basin or in Mission Bay Jetty. Dewatering shall comply with Section 3-12.8 of the Whitebook.
- Q7. Please confirm the Quality Control Testing for the Asphalt Paving will be done by the Contractor. Please also confirm that the Quality Control Testing for the Trench Backfill Compaction and the Concrete Testing will be done by the City.
- A7. Refer to the bidding documents.
- Q8. Would a contractor certified as an MBE with LA County be able to satisfy the MBE goal for this project?
- A8. For a list of certifying agencies the City accepts refer to the Solicitation Attachment C - Equal Opportunity Contracting Program, section K - Certification, subsection D for more information.
- Q9. Is it possible for one company to have its contract or purchase order dollar amount credited towards the MBE and WBE participation goal percentages stated on Paragraph 8.6, Page 8 of the project specifications?
- A9. A single certified firm cannot fulfill both the MBE and WBE goal. If the firm has both certifications only one will be counted towards achieving the fair share objective goal.

- Q10. It is possible that a company be certified as MBE (Minority Business Enterprise) or WBE (Women Business Enterprise), but not be DBE (Disadvantaged Business Enterprise). If a non-DBE company had either MBE or WBE certification and was selected for this project, would this company's contract or purchase dollar amount be credited towards the MBE and WBE participation goal percentages?
- A10. Yes.
- Q11. What should we do if we conduct NAICS code searches on the required websites and do not find any subs/ suppliers for it?
- A11. In the event that NAICS code searches on required websites fail to identify any available subcontractors or suppliers, bidders are required to include a copy of the search results for all items of work listed on form AA61. These results should be provided for each agency specified in the solicitation, including SBA, Caltrans, and the Supplier Clearinghouse (CPUC).
- Q12. Can additional NAICS codes be added to ads and notices after the 30-day or 15-day deadline?
- A12. Bidders must provide copies of the Display Solicitation Record, listing all NAICS codes indicated on form AA61, are provided for their SUB-Net and MBDA postings. Bidders are permitted to post additional notices to add NAICS codes not originally listed.
- Q13. Is a Good Faith Effort required if goals are met?
- A13. The submission of GFE documentation is required, regardless of if DBE goal is met or not. If no GFE documentation is submitted, the bid shall be declared non-responsive. Please see Notice Inviting Bids section 8.7 for more information.

C. ATTACHMENTS

1. To Attachment D, FUNDING AGENCY PROVISIONS, **Section 1, Water Infrastructure and Innovation Act (WIFIA) and State Revolving Fund (SRF) Programs**, pages 39 through 51, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 1. **WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) AND STATE REVOLVING FUND (SRF) PROGRAMS.**

The City of San Diego anticipates receiving financial assistance from the Federal Government and State of California for this

project. The following requirements are conditions of the receipt of financial assistance from the United States Environmental Protection Agency under the Federal **Water Infrastructure Finance and Innovation Act (WIFIA)** Program and from the State of California under the **Clean Water State Revolving Fund (CWSRF)** Program. The firm contracting with the City of San Diego (Contractor) shall comply with all of the following requirements. If there are other provisions in the Contract Documents that address the same subjects as this exhibit, Contractor shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this exhibit, the requirements of this Exhibit shall control in order to preserve the City of San Diego's eligibility to receive financial assistance.

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

1.2. BONDS. Where contractors are used, the Contractor must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Contractor in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (CWSRF Agmt. Ex. C § C.3.6).

1.3. COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor and subcontractors must comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Contractor must:

- a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement.
- b) Comply with the Policy; and
- c) Comply with and require its subcontractors to comply with the state and federal requirements set forth elsewhere in this Agreement (CWSRF Agmt. Ex. C § C.3.8).

1.4. INDEMNIFICATION.

- a) Contractor shall defend, indemnify and hold harmless the State Administrative Agency, the California Infrastructure and Economic Development Bank (Bank), and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent Contractor is obligated to defend, indemnify, and hold harmless the City of San Diego under the Agreement. Contractor shall require its subcontractors to similarly defend, indemnify, and hold harmless the State Administrative Agency, the Bank, and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent its subcontractors are obligated

to defend, indemnify, and hold harmless the Contractor. (CWSRF Agmt. Ex. CC.3.18)

1.5. NO DISCRIMINATION.

- a) The Contractor must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Contractor retains ownership or possession of the Project.
- b) If Project Funds are used to acquire or improve real property, the Contractor must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- c) The Contractor must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- d) The Contractor's obligations under this section shall survive the term of this Agreement.
- e) During the performance of this Agreement, the Contractor and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information,

gender, gender identity, gender expression, or military and veteran status.

- f) The Contractor and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- g) The Contractor and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- h) The Contractor and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).
- i) The Contractor and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (CWSRF Agmt. Ex. C § C.3.22(e-j)).

1.6. INSURANCE. For any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing, the State, the State Administating Agency, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project (CWSRF Agmt. Ex. C § C.3.26)

- 1.7. DEBARMENT AND SUSPENSION.** Contractor certifies that it shall not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.
- 1.8. PREVAILING WAGES.** The Contractor agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Contractor must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Contractor agrees to comply with the Davis-Bacon provisions incorporated by reference in Sections 4, 5, & 6 of this Agreement. Contractor shall comply with all California State and Federal prevailing wage laws and Davis-Bacon Provisions. Contractor shall include in its subcontracts the full the language provided in this Attachment D regarding federal prevailing wages ((CWSRF Agmt. Ex. C § C.3.29)).
- 1.9. ACCESS, INSPECTION, AND PUBLIC RECORDS:** The Contractor must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement with the City of San Diego. The Contractor acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records.

1.10. NOTICES: Upon the occurrence of any of the following events, the Contractor shall provide immediate notice to the City of San Diego:

- a) Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Contractor must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the City, through the State Water Board, has determined what actions should be taken to protect and preserve the resource. The Contractor must implement appropriate actions as directed by City, through the State Water Board (CWSRF Agmt. Ex. C § C.3.25(a)ii.)
- b) The discovery of a false statement of fact or representation made in any certification, report, or invoice made by the Contractor;
- c) Any substantial change in scope of the project. The Contractor must undertake no substantial change in scope of the Project until prompt written notice of the proposed change has been provided to the City and the City has given written approval for the change after concurrence with the State Water Board
- d) Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of thirty (30) Calendar Days or more
- e) Any circumstance, combination of circumstances, or condition which is expected to or does delay Completion of Construction for a period of ninety (90) Calendar Days or more

- f) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify the City. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act; (CWSRF Agmt. Ex. C § C.3.25(d)i-v.).
- g) Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project as required in this **Attachment D**. (CWSRF Agmt. Ex. C § C.3.25(d)viii.).

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

https://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.html

1.12. STATE CROSS-CUTTERS: Contractor represents that, as applicable, it shall comply with the following for the term of the Project:

1. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq

2. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations
3. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
4. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code
5. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527
6. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.)
7. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
8. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002
9. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852
10. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503
11. Directives or orders issued pursuant to Division 7 of the Water Code.
12. Regulations in Division 4 of Title 22 of the California Code of Regulations including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5

1.13. FEDERAL CROSS-CUTTERS: The contractor acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions with respect to all Project Costs for the Useful Life of the Project and for the term of the Agreement:

1. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
2. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
3. The Recipient must comply with the signage requirements set forth in Section 1.14, *Signage*.
4. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events

related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

5. The Contractor shall comply with applicable USEPA general terms and conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>
6. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award Management, to the State Water Board.
7. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
8. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at

<https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.

9. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
10. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
11. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
12. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
13. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of

any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

14. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

- c. The Contractor shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.
- 15. The Recipient must comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing
- 16. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- 17. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that

it has developed and is implementing a fiscal sustainability plan for the Project, except as set forth in Exhibit D, that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

18. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:
 - a. *"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
 - b. *"The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified*

applicants will receive consideration for employment without regard to race, creed, color, or national origin.

- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- d. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies*

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*
- 19. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- 20. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <https://sam.gov/>.

21. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
22. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
23. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at: www.fgdc.gov.
24. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
25. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 month.
26. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA

funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

27. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

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

28. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate

Animals used in Testing, Research, and Training,” available at:

<https://olaw.nih.gov/policies-laws/phs-policy.htm>.

29. The Recipient certifies that no Project Funds will be used on:
 - a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - d. Other telecommunications or video surveillance services or equipment in violation of x CFR 200.216: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.
30. The Recipient agrees to comply with all Environmental Cross-Cutters:
 - a. Archeological and Historic Preservation Act (16 U.S.C. § 469; 54 U.S.C. §§ 312501-312508)
 - b. Clean Air Act Conformity (42 U.S.C. § 7401)

- c. Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
- d. Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
- e. Endangered Species Act (16 U.S.C. § 1531 et seq.)
- f. Farmland Protection Policy Act (7 U.S.C. § 4201 et seq.)
- g. Floodplain Management [Executive Order 11988 (1997), as amended by Executive Order No. 13690 (2015)]
- h. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- i. National Historic Preservation Act (54 U.S.C. §§ 300101 et seq.)
- j. Sole Source Aquifer, section 1424(e) of Safe Drinking Water Act, 42 U.S.C. 300h- 3(e)
- k. Wetlands Protection – Executive Order No. 11990 (1977), as amended by Executive Order no. 12608 (1997)
- l. Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

1.14. SIGNAGE. The Contractor shall place the following signage materials in a conspicuous location at Project Construction sites in compliance with WIFIA and SRF requirements:

WIFIA Signage Materials

1. **Poster:** Employee Rights Under the Davis-Bacon Act, available at <http://www.dol.gov/whd/programs/dbra/wh1321.htm>. Must be printed to size 11"x17".

2. **Poster:** Equal Employment Opportunity Is The Law, available at http://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf. Must be printed to size 11"x17".
3. **Booklet:** Print-out of the Davis-Bacon Wage Determination pages governing the project, made available in a binder/booklet. All pages must be printed to standard size 8.5"x11".

SRF Signage Materials

1. Contractor shall post a physical sign to comply with the General Signage Requirements of SRF funding provisions. Sign shall be at least 4 feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.
 - a) The sign shall include the following logos:
 - i. Logo: Clean Water State Revolving Fund: [epa_cwsrf_logo.pdf \(ca.gov\)](#)
 - ii. Logo: California Water Boards Logo: [waterboards_logo.pdf \(ca.gov\)](#)
 - iii. Logo: Environmental Protection Agency: [United States Environmental Protection Agency](#)

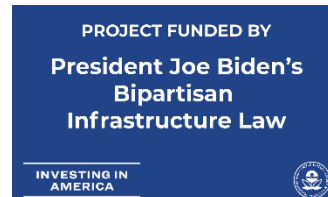


- b) The sign shall include the following statement:
 - i. "Funding for this \$xx million [name of project] project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's

Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

- c) The Project Sign may include another agency’s required promotional information so long as the above requirements are satisfied. The sign shall be prepared in a professional manner.
2. Contractor shall also comply with the Bipartisan Infrastructure Law Signage Requirements:
- a. Investing in America Emblem: Contractor shall ensure that a professionally prepared sign is placed at Project construction sites displaying the official Investing in America emblem and must identify the project as a “Project funded by President Biden’s Bipartisan Infrastructure Law.”
 - b. The sign must be placed at Construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good conditions throughout the construction period. The Contractor shall ensure compliance with the guidelines and design specification provided by the EPA for using the official Investing in America emblem available at:
<http://www.epa.gov/invest/investing-america-signage>.
 - c. Procuring Signs: Consistent with Section 6002 of the Resource Conservation and Recovery Act, 42 USC 6962, and 2 CFR 200.323, Contractor is encouraged to use recycled material when procuring signs. Additionally, to increase public awareness of projects serving communities where

English is not the predominant language, Contractor is encouraged to translate the language on signs (excluding the official Investing in America emblem of EPA logo or seal) into the appropriate non-English languages(s).



d.

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

1.16. COPYRIGHT AND PATENT: USEPA and the State Administrating Agency have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, USEPA and the State Administrating Agency retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the State Administrating Agency when an invention report, patent report, or utilization report is filed.

1.17. WORK AND TRAVEL OUTSIDE OF CALIFORNIA: No work or travel outside the State of California is permitted unless the City provides prior written authorization. Any

reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Contractor. (CWSRF Agmt. Ex. B § B.1.7.9).

1.18. MATERIALS DEVELOPED FOR PUBLIC DISTRIBUTION:

Contractor agrees that any public reports, documents, publications or other materials developed for public distribution supported by the Agreement shall contain the following statement (CWSRF Agmt CC.4.3.xii)

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

1.19. GEOSPATIAL DATA STANDARDS: All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by EPA or that is submitted directly to EPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov. (CWSRF Agmt. Ex. E § E; DWSRF Agmt. Ex. C § C.4.3.xxiii)

1.20. TRAFFICKING IN PERSONS: The Contractor and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement.

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

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

1.22. PROHIBITION ON CERTAIN TELECOMMUNICATIONS: The John S McCain Nation Defense Authorization Act for Fiscal Year 2019 prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services produced by such entities;

- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunication or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country
- f) The Act does not prohibit:
 - 1) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
 - 2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

1.23. AMERICAN IRON AND STEEL: The Contractor acknowledges to and for the benefit of the City of San Diego ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has

statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

- a) **Note:** The Contractor shall provide the Engineer with a Project Material Log within 40 Working Days from the Limited Notice to Proceed (LNTP) issuance

date. The Project Material Log must be in Microsoft Excel format and include an itemized list of all materials necessary for the Project. The Project Material Log shall include three columns that (1) identify AIS materials; (2) indicate, if appropriate, that the Engineer should pursue a waiver for a given AIS material by selecting one of three waiver categories: Cost, Availability, and Public Interest; and (3) identify AIS materials that should be allocated to the De Minimis Log.

- 1.24. BUILD AMERICA BUY AMERICA (BABA):** This project is waived for BABA requirements.
- 1.25. SECURE CONNECTION:** Contractor agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. (CWSRF Agmt. Ex. C § C.4.3.xxiii).
- 1.26. WAGE RATE REQUIREMENTS (DAVIS-Bacon):** Contractor must include in its subcontracts the full the language provided in this Attachment D-1.
- 1.27. PROCUREMENT PROHIBITIONS UNDER SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT, INCLUDING EXECUTIVE ORDER 11738, ADMINISTRATION OF THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS; 42 USC § 7606; 33 USC § 1368.** Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- 1.28. ANIMAL WELFARE ACT:** The Contractor agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government

Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training,” available at:<http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples> (CWSRF Agmt. Ex. C § C.4.3.xxix).

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

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

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

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

1.30. SCIENTIFIC INTEGRITY: Contractors and subcontractors shall comply with EPA's Scientific Integrity Policy, available at <https://www.epa.gov/scientific-integrity/epas-scientific-integrity-policy> when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

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

1.31. PROFESSIONALS: The Contractor agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.

1.32. ADMINISTRATIVE REMEDIES: Whenever the State Water Board determines that the Recipient, the Recipient's

contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement.

- 1.33. NEW RESTRICTIONS ON LOBBYING:** Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City of San Diego the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR

34.110. The Contractor certifies to the best of its knowledge and belief that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Administrating Agency.

The Contractor shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

D. SUPPLEMENTARY SPECIAL PROVISIONS

- 1. To Attachment E, Section 2 – SCOPE OF THE WORK, **subsection 2-2, PERMITS, FEES, AND NOTICES**, page 123, **ADD** the following:
 - 6. The Contractor shall provide submittals as directed by the Notice of Intent issued by the California Coastal Commission. Refer to the link provided under subsection 2-2.

2. To Attachment E, **Section 3 – CONTROL OF THE WORK**, page 127, **ADD** the following:

3-12.4.3 Storage and Staging Areas. To the “WHITEBOOK”, ADD the following:

4. For available storage and staging areas, refer to the link below:

https://drive.google.com/drive/u/0/folders/1CFJMc2B05xkHYCtrlY5ofG_G6jSraiT

E. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Quantity	Payment Reference
<u>Main Bid (South Mission Beach Storm Drain)</u>	<u>561730</u>	<u>30 Day Plant Establishment Period (Felgrass)</u>	<u>LS</u>	<u>1</u>	<u>6-3.1</u>
Main Bid (South Mission Beach Green Infrastructure)	561730	30 Day Plant Establishment Period (Felgrass)	LS	1	6-3.1

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 27, 2024*
San Diego, California

RA/AJ/rs

Bid Results

Bidder Details

Vendor Name	Reyes Construction, Inc.
Address	1383 S Signal Drive Pomona, California 91766 United States
Respondee	Ricardo Jimenez
Respondee Title	President
Phone	909-622-2259
Email	rjimenez@reyesconstruction.com
Vendor Type	MBE, CADIR
License #	507561
CADIR	1000011831

Bid Detail

Bid Format	Electronic
Submitted	07/11/2024 1:44 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	378751

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
RCI Certification of Pending Actions.pdf	RCI Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
RCI - Subcontractors for Alternates.pdf	RCI - Subcontractors for Alternates.pdf	Subcontractor Listing for Alternate Items
RCI- Mandatory Diclosure of Business Interest Form.pdf	RCI- Mandatory Diclosure of Business Interest Form.pdf	Mandatory Disclosure of Business Interests Form
RCI- Debarment and Suspension Certification.pdf	RCI- Debarment and Suspension Certification.pdf	Prime Contractor - Debarment and Suspension
RCI- Subcontractor Debarment and Suspension Certification.pdf	RCI- Subcontractor Debarment and Suspension Certification.pdf	Subcontractor - Debarment and Suspension
RCI Disclosure of Lobbying Activities.pdf	RCI Disclosure of Lobbying Activities.pdf	Disclosure of Lobbying Activities
RCI- DBE Performance.pdf	RCI- DBE Performance.pdf	DBE Subcontractor Performance Form
DBE Subcontrcator Utilization Form.pdf	DBE Subcontrcator Utilization Form.pdf	DBE Subcontractor Utilization Form
RCI Bid Bond.pdf	RCI Bid Bond.pdf	Bid Bond

Subcontractors

Showing 14 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
24/7 TRUCKING, INC. P.O. BOX 741901 San Diego, California 92174	Trucking	976078	1000952498	\$172,500.00	DBE, MBE, CADIR, AFR, MALE, Local
ALVAREZ TRUCKING LLC 1329 TWINING AVE SAN DIEGO, California 92154	Trucking	B2010010696	1000056290	\$280,000.00	ELBE, MBE, MALE, LAT
BT Trucking 2020 17th st. ste 2016 bakersfield, California 93301	Trucking	1035369	1000056089	\$640,000.00	
CMB Structures Inc 7090 Archibald Ave Rancho Cucamonga, California 9173	Minor Concrete Structures	613977	1000001531	\$638,875.00	SDB, WBE
CTI PO BOX 385 La Habra, California 90631	Street Sweeping	754500	1000008423	\$207,792.00	DBE, FEM, CAU
Coast Landscaping Inc. 2230 La Mirada Dr Ste B Vista, California 92081	landscaping	353359	1000004310	\$702,154.05	CADIR, CAU, MALE, ELBE, Local
Keller North America, Inc. 7550 Teague Rd. 300 Hanover, California 21076	dewatering	482246	1000006388	\$3,289,405.00	
Loveless Linton, Inc. Archaeological, 1421 W. Lewis St San Diego, California 92103	Monitoring	NA	1000047263	\$468,694.80	DBE, SDB, CADIR, MBE, NAT, MALE, SLBE, Local
Merkel & Associates, Inc. 5434 Ruffin Road San Diego, California 92123	Eelgrass Transplant & Monitoring	724891	1000021267	\$155,776.00	WBE, CADIR, FEM, CAU, SLBE, Local
RAP Engineering, Inc. 503 E. MIssion Road San Marcos, California 92069	Asphalt Paving	880956	1000002968	\$593,231.95	DBE, MBE, CADIR, MALE, LAT, Local
Southern Contracting Co. 559 N. Twin Oaks Valley Rd. San Marcos, California 92069	Electrical	222252	1000002172	\$1,423,000.00	CADIR, Local
Two Rivers Strategies 9820 Alto Dr. La Mesa, California 91941	Community Liason	NA	1000871377	\$150,000.00	MBE, SDB, WBE, FEM, WOSB, ELBE, Local
Zefiro corp 3868 carson st #325 torrance, California 90503	Cofferdams	905699	1000007256	\$5,605,896.00	MALE
ace fence company 727 N Glendora ave la puente, California 91744	Fencing	996577	1000004092	\$28,910.00	

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid (South Mission Beach Storm Drain)							\$55,863,950.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$340,000.00	\$340,000.00	Yes	
2	524126		Performance Bonds (USACOE - Eelgrass)	LS	1	\$500.00	\$500.00	Yes	
3	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$100,000.00	\$100,000.00	Yes	
4	237110		Dewatering Non-Hazardous Contaminated Water	LS	1	\$7,931,700.00	\$7,931,700.00	Yes	
5	237110		Dewatering Hazardous Contaminated Water (EOC Type I)	AL	1	\$175,000.00	\$175,000.00	Yes	
6	541820		Exclusive Community Liaison Services	LS	1	\$160,000.00	\$160,000.00	Yes	
7	541690		Archaeological and Native American Monitoring Program	LF	7660	\$92.00	\$704,720.00	Yes	
8	541690		Paleontological Monitoring Program	LF	3230	\$53.00	\$171,190.00	Yes	
9	541690		Suspension of Work - Resources	DAY	7	\$5,950.00	\$41,650.00	Yes	
10	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$16,500.00	\$16,500.00	Yes	
11	541690		Paleontological Mitigation and Excavation	CY	340	\$530.00	\$180,200.00	Yes	
12	237310		Salvage and Reinstall Existing Bollard	EA	15	\$2,030.00	\$30,450.00	Yes	
13	237310		Salvage and Reinstall Existing Concrete Bench	EA	4	\$4,785.00	\$19,140.00	Yes	
14	237310		Salvage and Reinstall Existing Volleyball Net	EA	2	\$1,690.00	\$3,380.00	Yes	
15	237310		Salvage and Reinstall Existing Trash Cans	EA	2	\$1,000.00	\$2,000.00	Yes	
16	237310		Salvage and Reinstall Existing Fire Pit	EA	2	\$2,100.00	\$4,200.00	Yes	
17	237310		Salvage and Reinstall Existing Sign	EA	3	\$1,350.00	\$4,050.00	Yes	
18	237310		Salvage and Reinstall Existing Pull Box	EA	4	\$16,800.00	\$67,200.00	Yes	
19	238990		Salvage and Reinstall Existing Rock Slope Protection	LS	1	\$19,400.00	\$19,400.00	Yes	
20	237310		Remove Existing Guard Post	EA	1	\$1,000.00	\$1,000.00	Yes	
21	237310		SDG&E Permanent Guard Post (Std. 604.1)	EA	6	\$2,100.00	\$12,600.00	Yes	
22	237310		Mobilization	LS	1	\$5,000,000.00	\$5,000,000.00	Yes	
23			Field Orders (EOC Type II)	AL	1	\$2,350,000.00	\$2,350,000.00	Yes	
24	238910		Clearing and Grubbing	LS	1	\$776,190.00	\$776,190.00	Yes	
25	237310		Beach Excavation and Reuse	CY	3590	\$350.00	\$1,256,500.00	Yes	
26	237310		Imported Borrow (Beach Sand)	CY	720	\$123.00	\$88,560.00	Yes	
27	237310		Cofferdam Systems	LS	1	\$13,417,000.00	\$13,417,000.00	Yes	
28	237310		Supplemental Beach Excavation and Embankment (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
29	238990		Rip Rap (Erosion Control)	TON	140	\$540.00	\$75,600.00	Yes	
30	238910		Cement Treated Base	TON	120	\$880.00	\$105,600.00	Yes	
31	237310		Pavement Restoration Adjacent to Trench	SF	3000	\$55.00	\$165,000.00	Yes	
32	237310		Asphalt Concrete	TON	50	\$455.00	\$22,750.00	Yes	
33	237310		Asphalt Concrete Overlay	TON	2260	\$215.00	\$485,900.00	Yes	
34	237310		Concrete Pavement (7 Inch Thick)	CY	320	\$1,170.00	\$374,400.00	Yes	
35	237310		Storm Drain Clean Out (Type A-4)	EA	19	\$29,700.00	\$564,300.00	Yes	
36	237310		Storm Drain Clean Out (Mod Type A-4, Y=7' w/ 18" Slide Gate)	EA	3	\$90,900.00	\$272,700.00	Yes	
37	237310		Storm Drain Clean Out (Mod Type A-4, Y=7' w/ 24" Slide Gate)	EA	1	\$99,500.00	\$99,500.00	Yes	
38	237310		Storm Drain Clean Out (Type A-5)	EA	5	\$29,800.00	\$149,000.00	Yes	
39	237310		Storm Drain Clean Out (Mod Type A-5, Y=5')	EA	3	\$30,900.00	\$92,700.00	Yes	
40	237310		Storm Drain Clean Out (Mod Type A-5 w/ Weir)	EA	3	\$37,900.00	\$113,700.00	Yes	
41	237310		Storm Drain Clean Out (Mod Type A-6, Y=7' w/ 48" Slide Gate)	EA	2	\$165,300.00	\$330,600.00	Yes	
42	237310		Storm Drain Clean Out (Type A-6)	EA	1	\$32,400.00	\$32,400.00	Yes	
43	237310		Storm Drain Clean Out (Mod Type A-6, Y=5')	EA	1	\$34,500.00	\$34,500.00	Yes	
44	237310		Storm Drain Clean Out (Mod Type A-7, Y=6' w/ 48" Slide Gate)	EA	1	\$163,000.00	\$163,000.00	Yes	
45	237310		Modified Type I Catch Basin	EA	22	\$18,500.00	\$407,000.00	Yes	
46	237310		Modified Type I Catch Basin (X=4')	EA	2	\$19,200.00	\$38,400.00	Yes	
47	237310		Modified Type I Catch Basin w/ Weir	EA	2	\$21,600.00	\$43,200.00	Yes	
48	237310		Modified Type I Catch Basin (Y=2')	EA	1	\$18,600.00	\$18,600.00	Yes	
49	237310		Modified Type I Catch Basin (Y=2.5')	EA	1	\$18,700.00	\$18,700.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237310		Modified Type I Catch Basin (X=5') (Y=3')	EA	2	\$25,600.00	\$51,200.00	Yes	
51	237310		Modified Type I Catch Basin (X=5.5') (Y=3')	EA	1	\$29,100.00	\$29,100.00	Yes	
52	237110		Catch Basin (Type F)	EA	1	\$17,500.00	\$17,500.00	Yes	
53	237110		Modified Curb Inlet w/ Diversion Weir (Type C-1, L=7')	EA	1	\$33,500.00	\$33,500.00	Yes	
54	237110		Reinforced Concrete Retaining Wall Type 1A	CY	10	\$5,690.00	\$56,900.00	Yes	
55	237110		Concrete Encasement of Existing Pipe	CY	1.5	\$1,920.00	\$2,880.00	Yes	
56	237310		Additional Sidewalk Removal and Replacement	SF	4800	\$30.00	\$144,000.00	Yes	
57	237310		Curb and Gutter (6-Inch Curb, Type G)	LF	480	\$175.00	\$84,000.00	Yes	
58	237310		Cross Gutter	SF	4040	\$93.00	\$375,720.00	Yes	
59	237310		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	7	\$11,700.00	\$81,900.00	Yes	
60	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	1	\$13,300.00	\$13,300.00	Yes	
61	237310		Install Detectable Warning Tiles at Boardwalk	SF	200	\$215.00	\$43,000.00	Yes	
62	237110		Remove Existing Storm Drain Pipe Outside of the Trench Limit	LF	1170	\$500.00	\$585,000.00	Yes	
63	237110		Abandon and Fill Existing Storm Pipes (8 Inch) Outside of the Trench Limit	LF	120	\$145.00	\$17,400.00	Yes	
64	237110		Abandon and Fill Existing Storm Pipes (12 Inch) Outside of the Trench Limit	LF	820	\$155.00	\$127,100.00	Yes	
65	237110		Abandon and Fill Existing Storm Pipes (18 Inch) Outside of the Trench Limit	LF	80	\$175.00	\$14,000.00	Yes	
66	237110		Abandon Existing Storm Drain Cleanouts and Inlets Outside of the Trench Limit	EA	4	\$2,800.00	\$11,200.00	Yes	
67	237110		Storm Drain with Water Tight Joints (18 Inch, RCP) (2000-D)	LF	2190	\$1,260.00	\$2,759,400.00	Yes	
68	237110		Storm Drain with Water Tight Joints (24 Inch, RCP) (2000-D)	LF	840	\$1,100.00	\$924,000.00	Yes	
69	237110		Storm Drain with Water Tight Joints (30 Inch, RCP) (2000-D)	LF	570	\$1,130.00	\$644,100.00	Yes	
70	237110		Storm Drain with Water Tight Joints (36 Inch, RCP) (2000-D)	LF	750	\$4,150.00	\$3,112,500.00	Yes	
71	237110		Storm Drain with Water Tight Joints (48 Inch, RCP) (2000-D)	LF	2770	\$2,200.00	\$6,094,000.00	Yes	
72	237110		Additional Bedding	CY	800	\$363.00	\$290,400.00	Yes	
73	237310		Temporary Resurfacing	TON	410	\$170.00	\$69,700.00	Yes	
74	237110		Imported Trench Backfill	TON	7000	\$64.00	\$448,000.00	Yes	
75	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	7150	\$7.00	\$50,050.00	Yes	
76	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$114,000.00	\$114,000.00	Yes	
77	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$36,600.00	\$36,600.00	Yes	
78	237310		Continental Crosswalks	SF	3040	\$8.00	\$24,320.00	Yes	
79	238990		Video Recording of Existing Conditions	LS	1	\$82,000.00	\$82,000.00	Yes	
80	238910		Removal and Disposal of Railroad Tracks (EOC Type I)	AL	1	\$300,000.00	\$300,000.00	Yes	
81	237110		Potholing Existing Utilities Not Shown on Plans (Depthupto7 feet)	EA	20	\$1,085.00	\$21,700.00	Yes	
82	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	2	\$1,800.00	\$3,600.00	Yes	
83	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	1	\$1,800.00	\$1,800.00	Yes	
84	237310		Adjust Existing Survey Monument to Grade	EA	35	\$500.00	\$17,500.00	Yes	
85	237310		Cold Mill Header Cuts	LF	13500	\$2.00	\$27,000.00	Yes	
86	237310		Cold Milling Full Width (2 Inch)	SF	75000	\$1.00	\$75,000.00	Yes	
87	237310		Cold Milling Full Width (4 Inch)	SF	109000	\$2.00	\$218,000.00	Yes	
88	541330		Traffic Control and Engineered Traffic Control Plans	LS	1	\$800,000.00	\$800,000.00	Yes	
89	238210		SDG&E Service Orders	LS	1	\$6,500.00	\$6,500.00	Yes	
90	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$100,000.00	\$100,000.00	Yes	
91	541330		60-Month Revegetation Maintenance and Monitoring Program	LS	1	\$150,000.00	\$150,000.00	Yes	
92	541330		SWPPP Development	LS	1	\$6,800.00	\$6,800.00	Yes	
93	237310		SWPPP Implementation	LS	1	\$1,100,000.00	\$1,100,000.00	Yes	
94	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$4,000.00	\$4,000.00	Yes	
95	541330		60-Month Long Term Eelgrass Monitoring Agreement	LS	1	\$50,000.00	\$50,000.00	Yes	
96	237310		Eelgrass Planting	AC	1.7	\$57,000.00	\$96,900.00	Yes	
97	561730		30 Day Plant Establishment Period (Eelgrass)	LS	1	\$17,700.00	\$17,700.00	Yes	
Main Bid (South Mission Beach Green Infrastructure)							\$7,813,062.00		
98	524126		Bonds (Payment and Performance)	LS	1	\$40,000.00	\$40,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
99	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$64,000.00	\$64,000.00	Yes	
100	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$25,000.00	\$25,000.00	Yes	
101	237110		Dewatering Non-Hazardous Contaminated Water	LS	1	\$600,000.00	\$600,000.00	Yes	
102	237110		Dewatering Hazardous Contaminated Water (EOC Type I)	AL	1	\$25,000.00	\$25,000.00	Yes	
103	541820		Exclusive Community Liaison Services	LS	1	\$55,000.00	\$55,000.00	Yes	
104	541690		Suspension of Work - Resources	DAY	3	\$5,330.00	\$15,990.00	Yes	
105	237110		Mobilization	LS	1	\$600,000.00	\$600,000.00	Yes	
106			Field Orders (EOC Type II)	AL	1	\$600,000.00	\$600,000.00	Yes	
107	238910		Clearing and Grubbing	LS	1	\$350,000.00	\$350,000.00	Yes	
108	237310		Excavate and Export (Unclassified)	CY	3330	\$115.00	\$382,950.00	Yes	
109	237310		Curb Face Inlet	EA	6	\$7,330.00	\$43,980.00	Yes	
110	237310		Curb Cut	EA	13	\$895.00	\$11,635.00	Yes	
111	237310		Gravity Retaining Wall	CY	5	\$4,870.00	\$24,350.00	Yes	
112	237310		Additional Curb and Gutter Removal and Replacement	LF	220	\$245.00	\$53,900.00	Yes	
113	237310		Remove and Replace Existing Sidewalk	SF	340	\$72.00	\$24,480.00	Yes	
114	237310		Additional Sidewalk	SF	440	\$35.00	\$15,400.00	Yes	
115	237110		Manholes (4 ft x 3 ft) PVC Lined	EA	2	\$30,000.00	\$60,000.00	Yes	
116	238990		Video Recording of Existing Conditions	LS	1	\$10,000.00	\$10,000.00	Yes	
117	238910		Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	EA	46	\$1,400.00	\$64,400.00	Yes	
118	541330		Traffic Control and Engineered Traffic Control Plans	LS	1	\$30,000.00	\$30,000.00	Yes	
119	237310		Pedestrian Protective Railing and Handrail	LF	70	\$445.00	\$31,150.00	Yes	
120	238210		UG SDG&E Service Relocation at Water Quality Basin 5	LS	1	\$37,100.00	\$37,100.00	Yes	
121	561730		Landscape Boulder (Large, Medium, Small)	TON	85	\$773.00	\$65,705.00	Yes	
122	561730		Landscape Rock Cobble	TON	100	\$325.00	\$32,500.00	Yes	
123	561730		Landscape Fabric	SF	17300	\$1.00	\$17,300.00	Yes	
124	561730		6" Concrete Mow Curb	LF	320	\$75.00	\$24,000.00	Yes	
125	561730		3/4" Crushed Stone	SF	10770	\$3.00	\$32,310.00	Yes	
126	561730		36" Box Tree	EA	22	\$1,100.00	\$24,200.00	Yes	
127	561730		15 Gal. Shrub	EA	52	\$114.00	\$5,928.00	Yes	
128	561730		5 Gal. Shrub	EA	259	\$34.00	\$8,806.00	Yes	
129	561730		1 Gal. Shrub	EA	538	\$13.00	\$6,994.00	Yes	
130	561730		4" Potted Plant	EA	5873	\$8.00	\$46,984.00	Yes	
131	561730		12' BTH Palm Tree	EA	21	\$3,400.00	\$71,400.00	Yes	
132	561730		Palm/Tree Relocation (Prune and Clean up)	LS	1	\$42,200.00	\$42,200.00	Yes	
133	561730		Wood Mulch at Basins	SF	20200	\$1.00	\$20,200.00	Yes	
134	561730		Soil Amendments	SF	23600	\$1.00	\$23,600.00	Yes	
135	561730		Irrigation Installation	LS	1	\$246,400.00	\$246,400.00	Yes	
136	561730		Weed Germination	SY	4200	\$3.00	\$12,600.00	Yes	
137	541330		SWPPP Development	LS	1	\$3,500.00	\$3,500.00	Yes	
138	237310		SWPPP Implementation	LS	1	\$70,000.00	\$70,000.00	Yes	
139	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	
140	237110		Woven Monofilament Filter Fabric	SF	19410	\$3.00	\$58,230.00	Yes	
141	237110		Perforated PVC Pipe (Underdrain Pipe) (8 Inch)	LF	470	\$230.00	\$108,100.00	Yes	
142	237110		PVC Pipe (Underdrain Pipe) (8 Inch)	LF	80	\$85.00	\$6,800.00	Yes	
143	237110		PVC Underdrain Cleanout (8 Inch)	EA	30	\$2,930.00	\$87,900.00	Yes	
144	238910		Bioretention Soil Media	CY	760	\$173.00	\$131,480.00	Yes	
145	238910		Graded Aggregate Choker Stone	CY	260	\$183.00	\$47,580.00	Yes	
146	238910		Open-Graded Aggregate Stone	CY	510	\$151.00	\$77,010.00	Yes	
147	238210		Low Flow Diversion Electrical System	LS	1	\$2,130,000.00	\$2,130,000.00	Yes	
148	237110		Low Flow Diversion System (Pump)	LS	1	\$382,000.00	\$382,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
149	237110		Low Flow Diversion System (Gravity)	LS	1	\$863,000.00	\$863,000.00	Yes	
Additive Alternate A (WBS 23088)							\$70,820.00		
150	237310		Painted Traffic Striping (Detail 36B/38)	LF	16	\$3.00	\$48.00	Yes	
151	237310		Painted Traffic Striping (Detail 39)	LF	4757	\$2.00	\$9,514.00	Yes	
152	237310		Painted Traffic Striping (Detail 39A/40)	LF	5213	\$2.00	\$10,426.00	Yes	
153	237310		Painted Traffic Striping (Detail 22/27/29)	LF	5012	\$3.00	\$15,036.00	Yes	
154	237310		Thermoplastic Traffic Striping (Diagonal Buffer Stripe)	LF	924	\$6.00	\$5,544.00	Yes	
155	237310		Continental X-Walk (20 Sq. Ft. x No. of Bars)	SF	220	\$9.00	\$1,980.00	Yes	
156	237310		Thermoplastic Pavement Marking (Legend - Bike w/ Arrow Symbol)	SF	168	\$17.00	\$2,856.00	Yes	
157	237310		Thermoplastic Pavement Marking (Sharrows)	SF	115	\$17.00	\$1,955.00	Yes	
158	237310		Thermoplastic Pavement Marking (Legend - Right/Left Arrow/Merge Arrow)	SF	45	\$17.00	\$765.00	Yes	
159	237310		Thermoplastic Pavement Marking (Legend - STOP)	SF	22	\$21.00	\$462.00	Yes	
160	237310		Thermoplastic Pavement Marking (Shark Teeth)	SF	72	\$17.00	\$1,224.00	Yes	
161	237310		Install Traffic Sign on New Post per SDM 104	EA	11	\$590.00	\$6,490.00	Yes	
162	237310		Install Traffic Sign on Existing Post	EA	6	\$270.00	\$1,620.00	Yes	
163	237310		Removal Existing Traffic Sign	EA	2	\$950.00	\$1,900.00	Yes	
164	237310		Mobilization	LS	1	\$5,000.00	\$5,000.00	Yes	
165			Field Orders (EOC Type II)	AL	1	\$5,500.00	\$5,500.00	Yes	
166	524126		Bonds (Payment and Performance)	LS	1	\$500.00	\$500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid (South Mission Beach Storm Drain)	\$55,863,950.00
Main Bid (South Mission Beach Green Infrastructure)	\$7,813,062.00
Additive Alternate A (WBS 23088)	\$70,820.00
Grand Total	\$63,747,832.00

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

N/A

Prime Contractor Name: Reyes Construction, Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****