City of San Diego

CONTRACTOR'S NAME: OHLA USA, Inc.

ADDRESS: 1920 Main Street, Suite 310 Irvine, CA 92614

TELEPHONE NO.: 949-242-4432 **FAX NO.**: ca.est@ohla-usa.com

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

D. Aivati / A. Jaro / N. Alkuree

BIDDING DOCUMENTS





FOR

MORENA PIPELINE

BID NO.:	K-25-2169-DBB-3-A-C
SAP NO. (WBS/IO/CC):	S-16027
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	2,7
PROJECT TYPE:	KA, KB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT (PLA).
- ► FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- > ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (SEE INSTRUCTIONS TO BIDDERS)
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- ➤ APPRENTICESHIP
- > THIS IS A DRINKING WATER STATE REVOLVING FUND (DWSRF) FUNDED CONTRACT THROUGH THE ENVIRONMENTAL PROTECTION AGENCY (EPA).

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

PHASED-FUNDING

BID DUE DATE:

2:00 PM SEPTEMBER 19, 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:

	apiro, Digitally signed by Shapiro, Alan DN: on=Shapiro, Alan Ou=USSDG1, email=Alan.Shapiro@aecom.com Date: 2024.08.05 15:32:29-07:00' egistered Engineer	08/05/2024 Date	Seal:	B. S. H. S.
,	Sam Tadros	08/05/2024	Seal:	0 CALIFORNIA CALIFORNI
2) F	or City Engineer	Date		CIVIL OF CALIFORNIA
3) F	or City/Engineer	8/5/2024 Date	Seal:	No. C84190 * OF ON IFORMER * OF ON IFORMER
	Ronal Refani	8/5/2024	Seal:	OF CALIFO
4) F	or City Engineer	Date	Jean.	PROFESS/ONAK F RETRACTION NO. C86523

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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

http://www.sandiego.gov/eoc/forms/

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.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
12.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
13.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
14.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
15.	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: • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
18.	Phased Funding Schedule Agreement (when required)	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
19.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
20.	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
21.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
22.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
23.	PLA Forms • Letter of Assent • Jobs Coordinator Designation Form	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

- **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Morena Pipeline.** For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: http://www.sandiego.gov.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$59,770,000.00.
- 4. BID DUE DATE AND TIME ARE: September 19, 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**
- 7. PROJECT LABOR AGREEMENT:
 - **7.1.** This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of San Diego, the San Diego Building and Construction Trades Council and signatory Craft Unions, included herein as Attachment H.
 - This work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the Project Labor Coordinator, the Jobs Coordinator, and other organizations retained by the City to encourage and assist in the participation of Local, Targeted and/or Veteran workers.
 - **7.2. LETTER OF ASSENT.** The Contractor and all subcontractors agree to be bound by the PLA by submitting a Letter of Assent (PLA Attachment B) to the City's Project Labor Coordinator. The Contractor shall submit its Letter of Assent as a condition of award and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project and Within 10 working days of receipt by bidder of Notice of Intent.
 - **7.3. PRE-JOB CONFERENCE.** Each contractor, regardless of tier, is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work.
 - The Prime Contractor is responsible for facilitating and scheduling their own pre-job conferences and for facilitating, scheduling, and ensuring that all its subcontractors conduct a pre-job conference.
 - **7.4. JOBS COORDINATOR.** The Contractor will be required to hire a Jobs Coordinator, an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23.

Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Contractor shall submit a Jobs Coordinator Designation Form as a condition of award Within 10 working days of receipt by bidder of Notice of Intent

8. BUSINESS COOPERATION TAX PROGRAM:

You must exercise your right to obtain a California State of Board of Equalization (BOE) subpermit 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.

- **9. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - **9.1.** 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.
 - **9.2.** 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.
 - **9.3.** 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.
 - **9.4.** 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.
 - **9.5. 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:

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

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

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

- **9.7.** Bid shall be **declared non-responsive** if the Bidder fails any of the following conditions:
 - **9.7.1.** Submission of GFE documentation, as specified in the Special Provisions.
 - **9.7.2.** 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.

10. NON-MANDATORY PRE-BID MEETING:

10.1. ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on Wednesday, August 21, 2024, at 11:00 AM (PDT) at:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 222 465 431 090

Passcode: 8Snyny **Dial in by phone**

+1 945-468-5511,,25093284# United States, Dallas

Find a local number

Phone conference ID: 250 932 84#

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.

11. AWARD PROCESS:

11.1. 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.

- **11.2.** 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.
- **11.3.** 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.
- **11.4.** The low Bid will be determined by the Base Bid plus all the Alternates.
- **11.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone or for the Base Bid plus one or more alternates.

12. SUBMISSION OF QUESTIONS:

- **12.1.** 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:
 - Ron McMinn Jr. at RMcMinn@sandiego.gov
- **12.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **12.3.** 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.
- **12.4.** 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.
- **13. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.

14. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

- 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.** <u>Important Note</u>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- **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
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices		
Revision 8 (CA MUTCD Rev 8)		ECPD032324-07
https://dot.ca.gov/programs/safety-programs/camutcd		
NOTE : *Available online under Engineering Documents and	References a	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 <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the DIR REGISTRATION NUMBER for all subcontractors and shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own

forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- **12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME**, **LOCATION (CITY)**, **DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on 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 ACCCEPTED: 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 subproposal 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. 015226793 Liberty Mutual Insurance Company
Bond No. 47-SUR-300018-01-0207 Berkshire Hathaway Specialty Insurance Company
Bond No. ES00018420 Everest Reinsurance Company
Bond No. 7901184069 Nationwide Mutual Insurance Company
Bond No. 4476543 Markel Insurance Company

Bond No. 4476513 Markel Insurance Company

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

OHLA USA, Inc. a corporation, as principal, and Liberty Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company, Everest Reinsurance Company, Nationwide Mutual Insurance Company and Markel Insurance Company a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Sixty Three Million One Hundred Thirty Two Thousand Four Hundred Thirty Six Dollars and Twenty Eight Cents (\$63,132,436.28), for the faithful performance of the annexed contract, and in the sum of Sixty Three Million One Hundred Thirty Two Thousand Four Hundred Thirty Six Dollars and Twenty Eight Cents (\$63,132,436.28), 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.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
ву:	Heather Ferbert, City Attorney By:
Print Name: Alia Khouri Deputy Chief Operating Officer	Print Name: ADAM WANTER Deputy City Attorney
Date: 04/14/2025	Date: 4/15/25
By:	SURETY Liberty Mutual Insurance Company Berkshire Hathaway Specially Insurance Company Eversis Reinsurance Com Nationwide Mutual Insurance Markel Insurance Company By: Attorney-In-Fact Print Name: Jaclyn Maffey, Attorney-In-Fact
Date: JANUAPY 30, 2025_	Date: January 20, 2025 175 Berkeley Street, Boston, MA 02116 1314 Douglas Street, Suite 1400, Omaha, NE 88102 100 Everest Way, Warren Corporate Center, Warren, NJ 07059 One West Nationwide Boulevard, Columbus OH 43215 4521 Highwoods Parkway, Glen Allen, VA 23060
	Local Address of Surety (402) 916-3000 (909) 804-3000 (888) 387-0457 (800) 431-1270 x-3888 Local Phone Number of Surety \$5509,795.00 Premium
	,

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF	See Attatched certificate
COUNTY OF	SEE MICHOLOGIC COMMITTEET
ON THE DAY OF	,BEFORE ME PERSONALLY APPEARED
TO BE KNOWN,	WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY: THAT (S)HE
IS THE	OF OHLA USA, Inc. THE CORPORATION THAT EXECUTED THE
FOREGOING INSTRUMENT, AND AC SAME.	KNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
IN WITNESS WHEREOF, I HAVE HE OFFICE IN THE ABOVE COUNTY, THE	REUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY DAY AND YEAR WRITTEN ABOVE.
	Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 20th DAY OF January, 2025 BEFORE ME PERSONALLY APPEARED <u>Jaclyn Maffey</u> TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF <u>Liberty Mutual Insurance Company</u>, <u>Berkshire Hathaway Specialty Insurance Company</u>, <u>Everest Reinsurance Company</u>, Nationwide Mutual Insurance Company and Markel Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

Notary Public

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	rifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California	·
County of ORANGE	
On JANUARY 30, 2025 before me, El	MILY LEHMAN LAMBOA, NOTARY PV Here Insert Name and Title of the Officer
personally appeared	50
	Name(s) of Signer(s).
to the within instrument and acknowledged to me tha	nature(s) on the instrument the person(s), or the entity
EMILY LEHMAN GAMBOA Notary Public - California Orange County Commission # 2506188 My Comm. Expires Dec 7, 2028 Place Notary Seal and/or Stamp Above	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
OPTI	IONAL
	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: PERFORMANCE B Document Date: 1/20/2025	30ND, LABOR AND MATERIALMEN'S BOND Number of Pages: 2
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer is Representing:



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

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

Certificate No: 8212524 - 985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New F Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Moran, Jaclyn Maffey, Kevin T. Walsh, Jr, Krystal L. Stravato, Marisol Mojica, Michael Marino, Ryan Gray	duly organized
all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligation of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in the persons.	ns, in pursuance
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies has thereto this 2nd day of October , 2024 .	ve been affixed
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company	duiries,
State of PENNSYLVANIA County of MONTGOMERY Nathan J. Zangerle, Assistant Secretary	in in
On this 2nd day of October, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty M Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	lutual Insurance or the purposes
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.	Q Q
State of PENNSYLVANIA County of MONTGOMERY On this 2nd day of October , 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty M Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Member, Pennsylvania association of Notaries This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Insurance Company, and West American Insurance Company, which resolutions are now in full force and effect reading as follows: ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Corporation to make, execute, seal, acknowledge and department of the Corporation to make, execute, seal, acknowledge and any and all undertakings bonds, recognizances and other surery obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers or any and all undertakings bonds.	r of Attorney (P
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	Liberty Mutual
ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the C President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and d any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers o have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.	Chairman or the leliver as surety of attorney, shall executed, such n-fact under the
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and a	t may prescribe,

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

bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January , 2025







By: Renee C. Hewellyn Assistant

Renee C. Llewellyn, Assistant Secretary

signed by the president and attested by the secretary.

2



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

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

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

By:

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Executive Vice President





State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



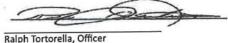


I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 20, 2025.









BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



POWER OF ATTORNEY EVEREST REINSURANCE COMPANY

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

Krystal L. Stravato, Kevin T. Walsh, Jr., Jaclyn Maffey, Marisol Mojica, Ryan Gray, Andreah Moran

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

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

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

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

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

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

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 30th day of September 2024.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 30th day of September 2024, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

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

Linda Robins, Notary Public

Lyde Pohon

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 20th day of January 20 25



By: Sylvia Semerdjian, Secretary

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANDREAH MORAN; JACLYN MAFFEY; KEVIN T WALSH, JR; KRYSTAL L STRAVATO; MARISOL MOJICA; RYAN GRAY;

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

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts

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

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

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said

Sharon Laburda Notary Public, State of New York No. 01LA6427697 Qualified in Kings County Commission Expires January 3, 2026

Sleron Church

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the

duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect. IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of

BDJ 1(04-24)00

JOINT LIMITED POWER OF ATTORNEY

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

Andrea E. Gorbert, Michael A. Marino, Jaclyn Maffey, Krystal L. Stravato, Marisol Mojica, Mariya Leonidov, Ryan Gray, Andreah Moran

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

In Unlimited Amounts

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be

SureTec Insurance Company Michael C. Keis ng, President

"mux min

Markel Insurance Cor

Vice President Lindey Jennings

State of Texas County of Harris:

On this 24th day of September, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

> Chelsea Turner, Notary Public My commission expires 7/6/2028

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of January

2025

reTec Insurance Compa

Markel Insurance Company

cretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 3210016 For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT - DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$1,850,245,073.00	Unearned Premiums
*Bonds – U.S Government\$3,859,565,383.00	Reserve for Claims and Claims Expense \$28,848,537,243.00
Other Bonds\$21,048,805,773.00	Funds Held Under Reinsurance Treaties \$360,714,151.00
Stocks\$19,937,271,802.00	Reserve for Dividends to Policyholders \$1,310,198.00
Real Estate\$122,228,711.00	Additional Statutory Reserve\$296,126,000.00
igents' Balances or Uncollected Premiums\$8,208,660,427.00	Reserve for Commissions. Taxes and
accrued Interest and Rents\$186,906,667.00	Other Liabilities
ther Admitted Assets\$15,677,869,683.63	Total\$47,428,064,363.63
	Special Surplus Funds \$209,508,757.00
Total Admitted Assets\$70,891,553,519.63	Capital Stock\$10,000,075.00
	Paid in Surplus\$13,834,867,488.00
	Unassigned Surplus\$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus \$70,891,553,519.63

^{*} Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski, Assistant Secretary

General Correspondence

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2023		12/31/2022		12/31/2021	
Total invested assets	\$ 6,702,817,810	\$	5,680,246,430	\$	6,504,184,299	
Premium & agent balances (net)	690,388,245		582,469,494		552,510,359	
All other assets	 204,404,036		217,334,073		142,765,038	
Total Admitted Assets	\$ 7,597,610,091	\$	6,480,049,997	S	7,199,459,696	

LIABILITIES & SURPLUS*

N20 22 27 27		12/31/2023		12/31/2022		12/31/2021		
Loss & loss exp. unpaid	\$	1,825,674,253	\$	1,495,870,171	\$	1,142,116,028		
Unearned premiums		604,899,743		536,797,683		484,660,143		
All other liabilities		1,240,939,865		1,065,221,844		1,163,007,683		
Total Liabilities	· ·	3,671,513,861		3,097,889,698		2,789,783,854		
Total Policyholders' Surplus		3,926,096,230		3,382,160,299	-	4,409,675,842		
Total Liabilities & Surplus	\$	7,597,610,091	\$	6,480,049,997	\$	7,199,459,696		

^{*} Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

EVEREST REINSURANCE COMPANY STATEMENTS OF FINANCIAL CONDITION

	December 31,				
		2023	2022		
		Unaudited		Audited	
ASSETS					
Bonds	\$	15,480,681,617	\$	13,425,435,159	
Stocks		977,899,975		887,282,126	
Short-term investments		304,102,787		148,664,819	
Other invested assets		2,104,105,489		2,299,249,359	
Cash and cash equivalents		963,116,519		530,084,045	
Accounts receivable-premium balances		3,149,313,000		2,549,040,224	
Reinsurance recoverable		1,109,380,891		821,045,215	
Other assets		2,187,268,116		1,689,988,250	
Total Assets	\$	26,275,868,394	\$	22,350,789,197	
LIABILITIES					
Loss and loss adjustment expense reserve	\$	12,654,219,077	\$	11,330,580,413	
Unearned premium reserve		3,406,155,545		2,723,033,746	
Ceded reinsurance premium payable (net of ceding commission)		703,075,577		559,742,437	
Reserve for commissions, taxes and other liabilities		2,549,054,546		2,184,544,900	
Total Liabilities	\$	19,312,504,745	\$	16,797,901,496	
SURPLUS AND OTHER FUNDS					
Common capital stock	\$	10,000,000	\$	10,000,000	
Contributed Surplus		4,100,821,734		3,600,610,905	
Unassigned surplus		2,852,541,914	2000	1,942,276,796	
Total capital and surplus	\$	6,963,363,649	\$	5,552,887,701	
Total Liabilities and Surplus	\$	26,275,868,394	\$	22,350,789,197	

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

Margaret Horn 3/21/2024

Signed by Margaret Horn, Vice President

Date

NATIONWIDE MUTUAL INSURANCE COMPANY AND SUBSIDIARIES AND AFFILIATES

Consolidated Statutory Statements of Admitted Assets, Liabilities and Surplus

		December 31,			
(in millions)		2023		2022	
Admitted assets					
Invested assets					
Bonds	\$	20,643	\$	21,716	
Stocks		9,812		8,850	
Mortgage loans, net of allowance		1,816		1,777	
Owner occupied real estate, at cost (less accumulated depreciation of \$394 and					
\$408 as of December 31, 2023 and 2022, respectively)		282		298	
Cash, cash equivalents and short-term investments		510		89	
Other invested assets		7,085		6,731	
Total invested assets	\$	40,148	\$	39,459	
Premiums in course of collection		4,501		4,82	
Corporate-owned life insurance		1,600		1,524	
Deferred federal income tax asset		1,926		1,92	
Other assets		1,652		1,760	
Total admitted assets	\$	49,827	\$	49,48	
Liabilities and surplus					
Liabilities					
Losses and loss expense reserves	\$	17,821	\$	17,247	
Unearned premiums		8,488		8,906	
Accrued expenses and taxes, other than federal income taxes		725		800	
Agents' security compensation plan reserve		723		789	
Other liabilities		3,099		2,829	
Total liabilities	\$	30,856	\$	30,57	
Cumhia					
Surplus					
Surplus notes, net of unamortized issue discount of \$8 as of	•	0.510	•	0.54	
December 31, 2023 and 2022	\$	3,546	\$	3,546	
Unassigned surplus		15,425	_	15,36	
Total surplus	\$	18,971	\$	18,91	
Total liabilities and surplus	\$	49,827	\$	49,48	

See accompanying notes to the consolidated statutory financial statements.

Certification

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2023 and 2022 to the best of my knowledge and belief.

rain Affirmed and Subscribed before meby Jamie Train on March 15, 2024 at Fanklin county on.0

Comm. No. 2021-RE-839107

My Commission Expires Oct. 24, 2026



Markel Insurance Company O'Hare International Center I 10275 W. Higgins Road, Suite 750, 7th Floor Rosemont, Illinois 60018

	FINANCIA	LSTATEMENT		
	as of Dece	mber 31, 2023		
	Statut	tory Basis		
Bonds	\$ 1,304,778,429	Reserve for Losses and Loss Expense	\$	1,300,560,196
Stocks	2,717,770,960	Reserve for Unearned Premiums		471,747,404
Cash & Short Term Investments	148,587,015	Other Liabilities	_	950,352,620
Agents Balances or Uncollected Premiums	625,089,874	TOTAL LIABILITIES		2,722,660,220
Other Admitted Assets	588,751,727			
		Capital Stock		4,200,000
		Surplus	_	2,658,117,785
		TOTAL POLICYHOLDERS SURPLUS		2,662,317,785
		TOTAL LIABILITIES AND POLICYHOLDERS		
TOTAL ASSETS	\$ 5,384,978,005	SURPLUS	\$	5,384,978,005

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners.

Securities carried in the above statement are deposited as required by law.

CERTIFICATE

Michael J. Jaeger, Controller, and Kathleen A. Sturgeon, Secretary, of the Markel Insurance Company, being duly sworn, deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2023, the Company actually possessed the assets set forth in the foregoing financial statement, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2023, according to the best of their information, knowledge and belief.

Michael J. Jarger

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STATE OF ILLINOIS COUNTY OF COOK

On this 12th day of February, 2024, before me came the above named officers of Markel Insurance Company to me known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of the corporation thereto by the authority of their office.

DocuSigned by:

Notar P \$859 24330435...

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF OHLA USA, INC.

(A Delaware Corporation)

The undersigned, being all the members of the board of directors (the "Board") of OHLA USA, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), pursuant to the General Corporation Law of the state of Delaware, as amended, do hereby agree and consent that when this consent has been signed, the resolutions set forth below, and each of them, shall be deemed to have been approved and adopted to the same extent and to have the same force and effect as if approved and adopted at a meeting of the Board, duly called, convened, and held for the purpose of acting upon such resolutions.

1. Limited Power of Attorney

WHEREAS, Joseba Obeso (" Mr. Obeso") has been hired by the Corporation and shall be based in the State of California; and

WHEREAS, the Board believes it is advisable and in the best interest of the Corporation to grant certain limited powers of attorney to Mr. Obeso;

NOW THEREFORE, BE IT RESOLVED, that the Corporation hereby appoints Mr. Obeso as the Corporation's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the Corporation to:

- Draft, negotiate, execute, deliver and file such documents, certificates or other Instruments
 with public or private entities as he may determine to be necessary or desirable in order for
 the Corporation to submit bids and participate in procurement processes for any
 construction contract performed within the State of California.
- 2. Draft, negotiate and execute any purchase orders, subcontracts or contracts related to the performance of construction activities within the State of California with private entities.

2. Further Actions

RESOLVED, that this Unanimous Written Consent may be signed in counterparts, each one of which is considered an original, but all of which constitute one instrument. Wet signatures scanned and transmitted via portable document format will be deemed an original signature.; and

RESOLVED, that this Unanimous Written Consent be filed with the records of the proceedings of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board on July 16, 2024.

Daniel Ruiz Andujar

Tomas Jose Ruiz Gonzalez

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. SCOPE OF WORK:

Morena Pipeline:

The Morena Pipeline project includes the removal and replacement of 16" cast iron water distribution main with polyvinyl chloride (PVC) (approx. 14,686 LF) and the installation of a 36" Welded Steel Pipe water transmission main (approx. 18,308 LF) and associated appurtenances. The Morena Pipeline move north along Morena Boulevard and Old Morena Boulevard from Napa Street to Balboa Avenue.

Morena Boulevard Median:

Construction of raised stamped concrete median and pedestrian fence. Restriping of existing edge marker and existing turn pocket on Morena Boulevard and restriping of new continental crosswalks.

Morena Improv 3 (Sewer):

Construction consists of the installation of approximately 778 LF of 15-inch sewer mains, including all associated laterals, manholes, trench restoration and all other work and appurtenances in accordance with these specifications and plans.

Morena Improv 3A (Water):

Construction consists of the installation of approximately 391 LF of 12-inch water mains, including all associated water services, fire hydrants, trench restoration, and all other work and appurtenances in accordance with these specifications and plans.

- **1.1.** The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered 40380-01-D through 40380-96-D, and 40380-140-D through 40380-158-D, for Morena Improv 3 (S) Plans numbered 0100380-01-D through 0100380-05-D, for Morena Improv 3A (W) Plans numbered 0100352-01-D through 0100352-05-D, for Morena Boulevard Median Plans numbered 39276-01-D through 39276-03-D, and Traffic Control for Morena Boulevard Median Plans numbered 39276-T01-D to 39276-T02-D, inclusive.

The PDFs of the Plans are available for download in the link below.

https://drive.google.com/drive/folders/1G02i LXoT6Yg0L1D0C-Lk0frx-7eDrF4

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

See **Appendix E – Location Maps**

3. CONTRACT TIME: The Contract Time for completion of the Work including the Plant Establishment Period shall be **475 Working Days.**

ATTACHMENT B

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

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

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-25-2169-DBB-3-A-C

CONTRACT OR TASK TITLE: Morena Pipeline

CONTRACTOR: OHLA USA, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to- Exceed Amount
1	Morena Pipelines, \$4,991,685.35 Bond, mobilization, potholing and preconstruction activities and material procurement.	NTP	7/31/2025	\$4,991,685.35
2	Morena Pipelines, \$36,227,051.55: 12,000 LF of 36" CMLC and 11,000 LF of 16" PVC pipeline construction, appurtenances, base paving and flatwork restoration. Morena Pipeline (BL), \$365,091.58: 33% Bike Lane striping and other improvements. Delta Funding from Transportation Department, \$1,102,125.96:	8/1/2025	7/31/2026	\$37,694,269.09
	33% AC mill and overlay pavement restoration.			
3	Morena Pipelines, \$15,644,039.74: Complete remaining 6,200 LF of 36" CMLC and 5,640 LF of 16" PVC pipeline construction, appurtenances, base paving and flatwork restoration. Morena Pipeline (BL), \$730,183.17 Complete remaining 67% Bike Lane striping and other	8/1/2026	Final Completion & Project Acceptance	\$20,446,481.84
	improvements. Delta Funding from Transportation Department,			
	\$2,204,251.93: Complete remaining 67% AC mill and overlay pavement restoration.			
	Morena Blvd Median, \$271,535.00: Start and Complete Median.			
	Morena Improv 3 (Sewer), \$1,119,497.00: Start and Complete Sewer Installation and its respective improvements.			
	Morena Improv 3A (Water), \$476,975.00:			

- Start and Complete Water Installation and its respective improvements.			
			,
	C	ontract Total	\$63,132,436.28

Notes:

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

CITY OF SAN DIEGO	CONTRACTOR
PRINT NAME: Richard Fernandez Construction Senior Engineer	PRINT NAME: JOSEBA WES
Signature:	Title: EXEL. ME PAESIDENT
Date: 2/3/2025	Signature:
	Date: 2-3-25
Sam Tadros	
Design Senior Engineer	
Signature:Sam Tadros	
2/3/2025 Date:	

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

K. CERTIFICATION.

- 1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angles 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 and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

ATTACHMENT D

FUNDING AGENCY PROVISIONS

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

DRINKING WATER STATE REVOLVING FUND (DWSRF)

FUNDING AGENCY PROVISIONS

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

1. CALIFORNIA STATE REVOLVING FUND (CASRF) REQUIREMENTS.

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

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

1.2. SIGNAGE.

- a. The Recipient shall place a sign at least four feet tall by eight feet wide made of ³4 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.
 - The sign shall include the following logos:







The sign shall include the following statement:

"Funding for this Morena Pipeline project has been provided in full or in part by the Drinking Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Drinking Water State Revolving Fund is capitalized through a variety of

- funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."
- The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.
- b. A separate sign displaying the "Project Funded by President Joe Biden's Bipartisan Infrastructure Law" and the "Investing in America" emblem must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. This sign should be printed 72 inches wide by 48 inches tall. The recipient shall ensure compliance with the guidelines and design specifications provided by the USEPA for using the official Investing in America emblem, along with sign templates, available at: https://www.epa.gov/invest/investing-america-signage.
- c. Logos: The recipient shall include the USEPA, State Water Board, and DWSRF logos provided below in addition to the official Investing in America emblem on the Bipartisan Infrastructure Law signage using the customizable sign template at the link provided in section (b).
- d. Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

See Attachment E - Supplementary Special Provisions, Section 3-11.2, "Project Identification Sign" for more information.

- **1.3. WORK AND TRAVEL OUTSIDE OF CALIFORNIA.** No work or travel outside the State of California is permitted unless the City provides prior written authorization. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. as of the date costs are incurred by the Contractor. (DWSRF Agmt. Ex. B § B.1.7.i).
- **1.4. RECORDS RETENTION.** Contractor shall maintain separate books, records and other material relative to the Project. Contractor shall also retain such books, records, and other material for itself and for each subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Project Completion.

Contractor shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board,the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Contractor shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor agrees to include a similar duty regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement. (DWSRF Agmt. Ex. C § C.3.2(d)).

- **1.5. BONDS.** For construction contracts of \$25,000 or more, Contractor shall not begin construction until after it has provided the City with performance bond in favor of the City in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. (DWSRF Agmt. Ex. C § C.3.6).
- **1.6. COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Contractor shall:
 - 1. Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Contract, and
 - 2. Comply with and require its subcontractors to comply with the list of federal laws in this **Attachment D**. (DWSRF Agmt. Ex. C § C.3.8).

1.7. INDEMNIFICATION.

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

1.8. NON-DISCRIMINATION REQUIREMENTS.

1. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, religious creed, national origin, ethnic group identification, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- 2. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 3. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 4. Contractor and its subcontractors shall comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).
- 5. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 6. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work. (DWSRF Agmt. Ex. C § C.3.22(e-i)).
- **1.9. NOTIFICATION**. Upon the occurrence of any of the following events, the Contractor shall provide immediate notice to the City:
 - **1.9.1.1.** Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Contractor must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the City, through the State Water Board, has determined what actions should be taken to protect and preserve the resource. The Contractor must implement appropriate actions as directed by City, through the State Water Board (DWSRF Agmt. Ex. C § C.3.25(a)ii.).
 - **1.9.1.2.** The discovery of a false statement of fact or representation made in any certification, report, or invoice made by the Contractor;
 - **1.9.1.3.** Any substantial change in scope of the project. The Contractor must undertake no substantial change in scope of the Project until prompt written notice of the proposed change has been provided to the City and the City has given written approval for the change after concurrence with the State Water Board;
 - **1.9.1.4.** Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of thirty (30) Calendar Days or more;
 - **1.9.1.5.** 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;

- 1.9.1.6. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify the City. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- **1.9.1.7.** Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project as required in this Attachment D.
- **1.10. INSURANCE.** For any policy of general liability insurance concerning the construction of the Project, Contractor will cause, and will require its subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide a copy of all such certificates prior to the commencement of construction of the Project. (DWSRF Agmt. Ex. C § C.3.26).
- 1.11. EXCLUDED PARTIES. Contractor shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, Contractor shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which DWSRF funding 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 (DWSRF Agmt. Ex. C § C.3.27).

- **1.12. PREVAILING WAGES.** 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. ((DWSRF Agmt. Ex. C § C.3.29).
- **1.13. COMPLIANCE WITH DIRECTIVES AND ORDERS IN DIVISION 7 OF THE WATER CODE.** Contractor and subcontractors shall comply with directives or orders issued pursuant to Division 7 of the Water Code (DWSRF Agmt. Ex C § C.4.2.xi).
- 1.14. AMERICAN IRON AND STEEL. Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall not purchase "iron and steel products" producedoutside of the United States on this Project. Unless the City has obtained a waiverfrom USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall ensure that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term

"iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. DWSRF Agmt. Ex. C § C.4.3.i).

- **1.15. WAGE RATE REQUIREMENTS (DAVIS-BACON)**. Contractor shall include in its subcontracts the full Wage Rate Requirements (Davis-Bacon) language provided in **Attachment D**, Section 10, regarding federal prevailing wages. (DWSRF Agmt. Ex. C § C.4.3.iii).
- **1.16. COPYRIGHT AND PATENT.** USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize theInteragency Edison extramural invention reporting system at http://iEdison.gov and shall notify the State Water Board when an invention report, patent report, orutilization report is filed. (DWSRF Agmt. Ex. C § C.4.3.(x-xi)).
- **1.17. MATERIALS DEVELOPED FOR PUBLIC DISTRIBUTION.** Contractor agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement (DWSRF Agmt. Ex. C § C.4.3.xii):

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

- **1.18. TRAFFICKING AND FORCED LABOR.** Contractor, its employees, its subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. Contractor must include this provision in its subcontracts under this Agreement. Contractor must inform the City immediately of any information regarding a violation of the foregoing. Contractor understands that failure to comply with this provision may subject the State Water Board to loss of federal funds, and the loss of funding forthis Project. (DWSRF Agmt. Ex. C § C.4.3.xiv).
- 1.19. CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non- discrimination requirements DWSRF 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, whichprohibits discrimination against persons with disabilities.
- 3. The Age Discrimination Act, Act of 1975, which prohibits age discrimination.
- 4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- 5. 40 CFR Part 7, as it relates to the foregoing.
- **1.20. EXECUTIVE ORDER NO. 11246.** Contractor shall include in its subcontracts related to the Project the following provisions (DWSRF Agmt. Ex. C § C.4.3.xvii):

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

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated duringemployment 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, availableto employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advertisements for employees placedby or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- 3. The contractor will send to each labor union or representative of workers withwhich it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor will comply with all provisions of Executive Order 11246 of September. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The contractor will include the provisions of paragraphs (1) through (7) in everysubcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- **1.21. DISADVANTAGED BUSINESS ENTERPRISES (40 CFR PART 33).** Contractor agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.

The DBE rule can be accessed at www.epa.gov/osbp. Contractor shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. (DWSRF Agmt. Ex. A § A.2.2.4 and Ex. C. § C.4.3.xviii).

- **1.22 PROCUREMENT PROHIBITIONS.** Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368.] Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: http://www.sam.gov/. (DWSRF Agmt. Ex. C § C.4.3.xix).
- **1.23. SECURE CONNECTION.** Contractor agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. (DWSRF Agmt. Ex. C § C.4.3.xxi).

- **1.24. GEOSPATIAL DATA STANDARDS.** All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committeeendorsed standards. Information on these standards may be found at www.fgdc.gov. (DWSRF Agmt. Ex. C § C.4.3.xxii)
- 1.25. SCIENTIFIC INTEGRITY. Contractors and subcontractors shall comply with EPA's Scientific Integrity Policy, available at https://www.epa.gov/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. (DWSRF Agmt. Ex. C § C.4.3.xxvi).

- **1.26. ANIMAL WELFARE ACT.** The Contractor agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples (DWSRF Agmt. Ex. C § C.4.3.xxvii).
- **1.27. TELECOMMUNICATIONS PROHIBITED.** Contractor will not purchase the following telecommunication equipment for the Project:
 - **1.18.1.1.** Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - **1.18.1.2.** Telecommunications or video surveillance services produced by such entities;
 - **1.18.1.3.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - **1.18.1.4.** Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216. (DWSRF Agmt. Ex. C § C.4.3.xxviii).

- **1.28. BUILD AMERICA BUY AMERICA (BABA).** This project is waived for BABA requirements.
- 1.29. RUSSIAN SANCTIONS (DWSRF Agmt. Ex. D § Legal). The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Order N-6-22, https://www.gov.ca.gov/wp-Executive located at 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-<u>information/ukraine-russia-related</u>-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.
- 2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENTOPPORTUNITY (EXECUTIVE ORDER 11246) located at 41 CFR § 60-4.2.
 - **2.1.** The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
 - **2.2.** The goal and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, as follows:

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

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

3. EQUAL OPPORTUNITY CLAUSES:

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

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

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

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

- The Contractor shall implement the specific affirmative action standards 4. provided in item 7, paragraphs "a" through "p", of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refereither minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 - In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have madea commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 6. The Contractor shall take specific affirmative actions to ensure equal employmentopportunity. 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 withthe 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 anyresponsibility 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.
- Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 7. Contractors are encouraged to participate in voluntary associations which assistin fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assurethat the group has a positive impact on the employment of minorities andwomen in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes agood faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 9. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity.

- If the Contractorfails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 4.3. Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided foremployees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

5. VIOLATION OR BREACH OF REQUIREMENTS:

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

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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

7. RECORDS OF PAYMENTS TO DBEs:

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

8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

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

- **8.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
- **9. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contractis subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 9.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - **9.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 9.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires duringthe life of this Contract, such wage rate shall apply to the balance of the Contract.
 - **9.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.

- 9.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web- based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **9.3.1.** Contractor their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by LaborCode section 1771.4.
- **9.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **9.5. Working Hours**. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **9.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **9.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **9.8. Labor Compliance Program**. The City has its own Labor Compliance Program authorizedin August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 9.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuantto 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 timethe contract is awarded.
 - **9.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non- responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration feespecified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - **9.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registeredwith the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **9.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 9.11. List of all Subcontractors. The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractorshall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until atleast 30 days after this information is provided to the City.

- **9.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
 - **9.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1
 - **9.12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shallbe required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
 - **9.12.3. List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 9.11 above. (Labor code section 1773.3).

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

"General Decision Number: CA20240001 07/26/2024

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:	

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	
7		07/05/2024	
8		07/26/2024	

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) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)		25.27 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	\$ 34.78	15.23 13.64 19.18
BRCA0018-010 09/01/2023		
	Rates	Fringes
TERRAZZO FINISHER	\$ 39.95	14.65

	Rates	Fringes
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		16.28 8.62
CARP0619-002 07/01/2021		
CINC 0013 002 077 017 2021	Rates	Fringes
Drywall (2) All other work Drywall Installer/Lather Drywall Stocker/Scrapper		16.28 8.62
CARP0619-003 07/01/2021		
	Rates	Fringes
CARPENTER (1) Bridge	\$ 46.30 \$ 51.40 \$ 38.47 \$ 24.16	16.28 16.28 16.28 16.28 15.76 16.28
CARP0619-004 07/01/2021		
Diver (1) Wet	\$ 444.24 \$ 436.24	16.28 16.28 16.28 16.28
Amounts in ""Rates' column are pe		
CARP0721-001 07/01/2021		
	Rates	Fringes
Modular Furniture Installer	\$ 21.85	7.15

	1607-004 07/01	L/2021
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	Rates	Fringes
MILLWRIGHT	\$ 51.90	16.48

* ELEC0569-001 06/01/2024

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer		17.84
Electrician	5 59.46	17.81
Work, Including 4 Stories		
Residential) Cable Splicer	5 53 60	17.64
Electrician		17.62

ELEC0569-004 06/03/2024

Rates Fringes

ELECTRICIAN (Sound & Communications Sound

Technician)\$ 43.78

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

ELEC0569-005 06/03/2024

	Rates	Fringes
Sound & Communications		
Sound Technician	\$ 43.78	15.39
SCOPE OF WORK Assembly, inst	allation, open	ration, service and
maintenance of components or	systems as us	sed in closed circuit
television, amplified master	television di	istribution, CATV on
private property, intercommu	-	•
alarm, life support and all	security alarm	ns, private and

public telephone and related telephone interconnect, public

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

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		
	Rates	Fringes
Utility Technician #1 Utility Technician #2		9.11 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

	Ra	tes	Fringes
ELECTRICIAN	(Residential, 1-3		
Stories)		0.50	8.18

ELEC1245-001 06/01/2024

	Rates	Fringes
CONSTRUCTION (1) Lineman; Cable splicer\$ (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution		24.46
line equipment)	40.76	22.01 21.51 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

	I	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

Ra	ates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman\$ 6	64.10	34.60
(2) Dredge dozer\$ 5	58.13	34.60
(3) Deckmate\$ 5	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\$ 5	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	•	32.80
GROUP	3		32.80
GROUP	4	•	32.80
GROUP	6		32.80
GROUP	8		32.80
GROUP	10		32.80
GROUP	12		32.80
GROUP	13	\$ 57.18	32.80
GROUP	14	\$ 57.21	32.80
GROUP	15		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		32.80
	25	\$ 58.58	32.80
OPERATOR:	Power Equipment		
	iledriving &		
Hoisting)	4	A 55 05	20.00
GROUP	1		32.80
GROUP	2	•	32.80
GROUP	3		32.80
GROUP	4	•	32.80 32.80
GROUP GROUP	6	•	32.80
GROUP	7		32.80
GROUP	8		32.80
GROUP	9		32.80
GROUP	10		32.80
GROUP	11	•	32.80
GROUP	12		32.80
GROUP			32.80
OPERATOR:	Power Equipment		
(Tunnel Wo			
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		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 followng Military Bases: China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); 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 bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

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

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

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

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\$ Group 2\$		22.44
Group 3\$ Group 4\$ Group 5\$	39.12 39.98	22.44 22.44 22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer\$(2) Cleanup, Landscape,		20.77
Fencing (Chain Link & Wood).\$	34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas,

water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

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

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

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

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

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

LABO0089-002 11/01/2020

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

LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified

Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

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

inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

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

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

LABO0300-005 08/01/2022

		I	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

1	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\$		21.32
GROUP 2\$		21.32
GROUP 3\$		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
CLEAN-UP LABORER\$		23.32 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

F	Rates	Fringes
DRYWALL FINISHER/TAPER (1) Building & Heavy Construction\$ (2) Residential	41.14	23.05
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	\$ 27.99	19.77 19.77 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		

Ra	tes	Fringes
bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space\$ 5 Work ONLY on strip malls, light commercial, tenant	3.51	25.28
<pre>improvement and remodel work\$ 4 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</pre>		23.86
work\$ 5	5.18	26.26
PLUM0016-011 09/01/2023		
Ra	tes	Fringes
PLUMBER/PIPEFITTER Residential\$ 4	5.22	22.43
PLUM0345-001 09/01/2023		
Ra	tes Fr	inges
PLUMBER Landscape/Irrigation Fitter.\$ 4 Sewer & Storm Drain Work\$ 4		25.90 23.28
ROOF0045-001 07/01/2023		
Ra	tes	Fringes
ROOFER\$ 4	1.30	12.04
SFCA0669-001 04/01/2024		
Ra	tes	Fringes
SPRINKLER FITTER\$ 4	9.19	26.30
SHEE0206-001 07/01/2023		
Ra	tes	Fringes
SHEET METAL WORKER Camp Pendleton\$ 5 Except Camp Pendleton\$ 4 Sheet Metal Technician\$ 3	8.20	30.80 30.80 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.

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 $\dot{}$
- * 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"

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

- (1) Minimum wages.
 - (i) All laborers and mechanics employed or working upon the site of the work willbe 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 ofthe 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, subjectto the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph(a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.sam.gov

- (ii) (A)The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rateand 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 wagedetermination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringebenefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- If the contractor and the laborers and mechanics to be employed in (B) the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken andthe request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, EmploymentStandards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed inthe classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of allinterested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the firstday on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class oflaborers 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 cashequivalent 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 mechanicthe amount of any costs reasonably anticipated in providing bona fide fringebenefits under a plan or program, Provided, That the Secretary of Labor hasfound, 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.

- Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
 - Payrolls and basic records relating thereto shall be maintained by the (i) contractor during the course of the work and preserved for a period ofthree years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cashequivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintainrecords which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wagerates prescribed in the applicable programs.

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

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

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

- 1. That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2. That each laborer or mechanic (including each helper,apprentice, and trainee) employed on the contractduring 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 underparagraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

Apprentices. Apprentices will be permitted to work at less than the (i) 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 bythe 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 shallnot 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 theapplicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified n the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that adifferent 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 approvalof 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 siteshall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid atnot 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 paidfringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall bepaid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payrollat a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid notless than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any traineeperforming 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 anacceptable 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 shallcomply with the requirements of 29 CFR part 3, which are incorporated byreference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of thiscontract. 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 itssubcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).
 - (ii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

- (a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unlesssuch laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours workedin excess of forty hours in such workweek.
 - (ii) Violation; liability for unpaid wages; liquidated damages. In the event ofany violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation ofthe clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forthin paragraph (a)(1) of this section.
 - (iii) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold orcause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of theother statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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

10.3. Compliance Verification

- 1. The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- 2. The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
 - Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and followa spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contractor subcontract. At a minimum, if practicable, the sub recipient should spot checkpayroll data within two

weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

- (d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

11. FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) REGULATIONS:

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

11.1. **EPA Requirements:**

- 1. Federal Disadvantaged Business Enterprise (DBE) regulations apply to this project.(Reference 40 Code of Federal Regulations Part 33 Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).
- 2. The responsive Bid shall conform to GFE to increase DBE awareness of procurement opportunities through race and gender neutral efforts. Race and gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance.
- 3. Bidder agrees that it will cooperate with and assist the City in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise GFE to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the Bidder shall, in the selection of Subcontractors, and Suppliers for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative GFE steps.
- 4. In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share objectives" as specified in **Attachment D**.

- 5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.
- 6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.

7. Good Faith Efforts:

- a) The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The "Good Faith" effort requires the Contractor and any Subcontractors to take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services even if the Contractor has achieved its fair share objectives.
- b) If the Contractor awards subcontracts, it shall require the Subcontractors to take the steps in these specifications.
- c) For the EPA defined GFE, see the steps below:
 - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes posting solicitations for bidsor 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. <u>California State Revolving Fund (CASRF) Requirements:</u>

- 11.2.1. Refer to Subsection 11.1, "EPA Requirements" above and the following:
- **11.2.2.** The Bidder shall take affirmative steps prior to Bid opening to assure that MBE's and WBE's are used whenever possible as sources of supplies, construction and services.
- **11.2.3.** The affirmative steps are defined for contracts funded by the State Water Board as follows:
 - 1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
 - 2. For additional assistance, the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. There are contact phone numbers listed in Step 3 that willassist you in reaching the 2 offices if the Internet is unavailable. Do not write to these sources.
 - 3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBESubcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
 - 4. Include qualified DBEs on solicitation lists and record the information. Solicitation shall be as broad as possible.
 - 5. If DBE sources are not located, explain why and describe the efforts made.
 - 6. The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of the Work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of GFE shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

- 7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all Subcontractors, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- **11.2.4.** See "DBE Potential Resources Centers" Section in a later part these specifications.

11.2.5. Annual DBE Utilization Reporting:

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

12. DBE POTENTIAL RESOURCES CENTERS:

- **12.1.** Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- **12.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDARegional Centers). The Internet web sites also include names, addresses, and phone or faxnumbers 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 siteswere notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bidrequest.
- **12.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.
- **12.5.** If DBE sources are not located, explain why and describe the efforts made.
- **12.6.** The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- **12.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

12.8. Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration (SBA)	(415) 744-6820 Extension 0
455 Market Street, Suite 600 San Francisco, CA 94105	Dynamic Small Business Search¹: https://dsbs.sba.gov/search/dsp_dsbs.cfm
Stephanie Lewis: stephanie.lewis@sba.gov	Registration: https://connect.sba.gov/
Technical Support: OCIOSUBNET@sba.gov	Bid Notification ² : https://subnet.sba.gov/client/dsp_Landing.cfm
U.S. Department ofCommerce	213-989-3153 or 213-353-9400
RE: Minority Enterprise Development Offices Minority Business Development Agency (MDBA)	Website: https://www.mbda.gov/business-center/los-angeles-mbda-business-center Bid Notification: http://www.mbda.gov³
1055 Wilshire Blvd, Suite 900 Los Angeles, CA 91107	

12.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	
CALTRANS Business Enterprise Program ⁴	(916) 227-9599
	DBE Database:
1820 Alhambra Blvd. Sacramento, CA 95816	https://dot.ca.gov/programs/civil-rights/dbe-sear
Mailing Address:	and
PO Box 942874 Sacramento, CA 94274-0015	https://caltrans.dbesystem.com/

CA Public Utilities	
Commission(CPUC) ⁵	
505 Van Ness Avenue	505 Van Ness Avenue
San Francisco, CA 94102-3298	San Francisco, CA 94102-3298
	https://sch.thesupplierclearinghouse.com/FrontE
	nd/SearchCertifiedDirectory.asp

Notes:

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

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION 1200 3RD AVE., SUITE 200, MS 56P SAN DIEGO, CALIFORNIA, 92101

SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION

K-25-2169-DBB-3-A-C

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.



Subcontractor Name

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.

Project Name

Bid / Proposal No. Assistance Agreemer		nt ID No. (if known)	Point of Contact		
Address					
Telephone No.			Email Address		
Prime Contractor Na	ame		Issuing/Funding Er	ntity	
Contract Item Number		f Work Submitted from struction, Services, I			Price of Work Submitted to the Prime Contractor
DRE Cortified Date	DOT CDA		Monta/ayanada ED	A certification standa	rdo?
DBE Certified By: _	DOT SBA	\			ius?
Othor:			VEQ NC) Hakaowa	

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
70	
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 Agreemer	t ID No. (if known)	Point of Contact	
Address	<u>, </u>				
Telephone No.			Email Address		
Issuing/Funding Entity					
I have identified potential If yes, please complete the			ESNO		
Subcontractor Name/ Company Name	Co	ompany Address / P	hone / Email	Estimated Dollar Amount	Currently DBE Certified?

FORM 4500-4 (DBE Subcontractor Utilization Form)

⁻⁻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
Title	Bate

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

FORM 4500-4 (DBE Subcontractor Utilization Form)

LIST OF WORK MADE AVAILABLE

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

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

SUMMARY OF BIDS RECEIVED

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

USE ADDITIONAL FORMS AS NECESSARY

AA62 - Summary of Bids Recevied

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



OMB CONTROL NO. 2030-0020 APPROVED: 04/06/2018

APPROVAL EXPIRES: 04/30/2021

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

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

APPROVED: 04/06/2018 APPROVAL EXPIRES: 04/30/2021

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: ___

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

Type of Product or Service Codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

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

Instructions:

A. General Instructions:

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

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

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

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

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

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

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

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

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

B. Definitions:

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

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

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

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

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

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

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

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

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

C. Instructions for Part I:

- 1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. November 29, 2014 falls within Federal fiscal year 2015)
- 1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.
- 1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.
- 2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

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

- 3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.
- *For SRF recipients: In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.
- 4B. Refer back to Assistance Agreement document for this information.

- 5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.
- *For SRF recipients only: SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.
- 5B. Self-explanatory.
- 5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/procurement centers).
- *NOTE: To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.
- *For SRF recipients only: In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (SRF state recipients report state procurements in this section)

- 5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating "yes" or "no".
- 5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.
- 6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.
- 7. Name and title of official administrator or designated reporting official.
- 8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

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

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

- 2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3
- 3. Dollar value of procurement.
- 4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. (Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)
- 5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).
- 6. Name, address, and telephone number of MBE/WBE firm.

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

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

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



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

Grant/Finance Agreement Number: 2. Annual Repo				Annual Repor	ting Period	3. Purchase Period of Financing Agreement:		
			10)/1/ througl	n 09/30/			
4. Total Paymer	nts Paid to Prime Co	ntractor or Su		actors During (Current Reporting	Period: \$		
5. Recipient's Name and Address:					6. Recipient's Contact Person and Phone Number:			
7. List All DBE	Payments Paid by R	ecipient or Pri	me Con					
Payment or Purchase Paid by	Payment or Amount Paid to Any DBE Contractor or Date of Purchase Paid by Sub-Contractor For Service Provided to Payment				Procurement Type Code**	Name and Address of DBE Contractor of Sub-Contractor or Vendor		
Recipient or	Red	ipient WBE		(MM/DD/YY)				
Prime Contractor	MBE \							
8. Initial here if	no DBE contractors	or sub-contra	ctors pa	id during curre	ent reporting perio	d:		
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:

<u>DrinkingWaterSRF@waterboards.ca.gov</u> OR <u>CleanWaterSRF@waterboards.ca.gov</u>

Questions may be directed to:

Barbara August, SWRCB

Barbara.August@waterboards.ca.gov

Phone: (916) 341-6952 (916) 327-7469 Fax:

**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 <u>DBE purchases only</u> 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 Nam	ne		Project Name		
Bid / Proposal No.		Assistance Agreemer	nt ID No. (if known)	Point of Contact	
Address					
Telephone No.			Email Address		
Prime Contractor N	lame		Issuing/Funding Entity		
_					Amount Received

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

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.

Print Name

Date

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)

Subcontractor Signature

Title

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

item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours for the Night Crew** are **9:00 PM** to **5:00 AM.** Along the following sections of work; on Morena Blvd., West Morena Blvd. south of Morena Blvd., Napa Street and Balboa Ave. Construction activities outside of the normal working hours may occur with prior approval by the Resident Engineer, at no additional cost to the City. If day work is approved for these areas by the Resident Engineer, the Contractor shall credit the City for the savings resulting from the shift change from Night to Day work.

The **Normal Working Hours for the Day Crew** are **7:30 AM** to **4:30 PM**. Along the following sections of work; on West Morena Blvd. north of Morena Blvd. Construction activities outside of the normal working hours may occur with prior approval by the Resident Engineer, at no additional cost to the City.

To the "WHITEBOOK", ADD the following:

111. Beneficial Use - The time at which the Work for a specific area or unit process has progressed to the point where, in the opinion of Owner and Construction Manager, the Work for the specific area or unit process is sufficiently complete, in accordance with the Contract Documents, so that the specific area or unit process can be utilized for the purposes for which it is intended.

- **112. Construction Manager -** The authorized representative of the Owner, also referred to as the Owner's Representative, who may be assigned to the site or any part thereof. All communication from the Contractor shall be through the Construction Manager. The responsibilities, authority, and limitations of the Construction Manager shall be as shown in the Contract Documents.
- **113. Final Completion** Once Substantial Completion has been achieved, the following items are to be completed prior to the Final Completion by the Contractor:
 - a) The Contractor shall complete punch list fix-up as approved by the Construction Manager prior to being provided with Final Completion.
 - b) All Work required under Section 01 77 00, Closeout Procedures shall have been completed.

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

114. Substantial Completion -

- a. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner and Construction Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed", as applied to all or part of the Work, shall refer to Substantial Completion thereof.
- b) The time at which the Project's operating facilities or systems or improvements are sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and when all required functional, performance, and acceptance of components, devices, equipment, and instrumentation and control to the satisfaction of the Owner and Construction Manager in accordance with the requirements of the Specifications.
- **1-7.1.3 Request for Information (RFI)**. To the "WHITEBOOK", Item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The City will respond to RFIs within **10 Working Days** unless the City notifies you in writing that a response will take longer. The **10 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.

SECTION 2 - SCOPE OF THE WORK

ADD:

2-10.2.5 Payment.

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

ADD:

2-10.2.6 Dispute Resolution Board.

- 1. If mediation is unsuccessful in settling the dispute and if both parties agree, a no mandatory dispute resolution board process may be used.
- 2. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City's alternative dispute resolution process, utilizing board members who are individuals who have

- expertise in construction. The selection process shall be administered by the American Arbitration Association or any other such neutral organization selected by the City hereinafter called the "Administrator". Claims made for \$60,000 or less shall be heard by 1 DRB member and claims for more than \$60,000 shall be heard by 3 DRB members.
- 3. To initiate the DRB procedures, the parties shall jointly execute and file a "Submission to Dispute Resolution Board Procedures" request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator will furnish to the parties a list of individuals skilled in dispute resolution and that have expertise in construction from which to select for the Dispute Resolution Board.
- 4. Within 10 Working Days from the date the list is sent to the parties, the parties shall return the list to the Administrator and shall strike out any individuals to which the parties have any factual objections to and shall number the remaining individuals in preference order. The Administrator will appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

SECTION 3 - CONTROL OF THE WORK

- **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.
- **3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
 - 7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G Sample Contractor's Daily Quality Control Plan Inspection Report.**
- **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) Geotechnical Report, Cut and Cover Pipeline Portion, Dated January 5, 2018, by Aecom.
 - b) Final Pothole Report X170266 (13) Dated Dec. 15, 2017, by AirX Utility Surveyors, Inc.
 - c) Final Pothole Report X170266 (8) Dated July 27, 2017, by by AirX Utility Surveyors, Inc.
 - d) Final Pothole Report X200180 Date May 21, 20202, by by AirX Utility Surveyors, Inc.
 - 6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1oGITZoAk8tYbAtznoRguImBdDbbuiEOq?usp=sharing

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

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

3-10.1 **General.**

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

3-10.2 Survey Services Provided by City (via City Consultant Surveyor).

- Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
- 2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
 - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
 - b) Locating or establishing geodetic control points for all site feature or structure locations.
 - c) Produce topographic as-built data.
 - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
 - e) Verifying structure finish grade elevations.
- 3. QA/QC surveys on project settlement monitoring survey reports. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

3-10.3 **Payment.**

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

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

4. The State Revolving Fund requires that the Contractor place (2) temporary signs at least four (4) feet tall by eight (8) feet wide made of three-fourths (3/4) inch thick exterior grade plywood or other approved material in a prominent

locations approved by the Engineer. The Contractor shall fabricate, properly mount and maintain both signs. The image cast on the sign should be resistant and protected from weathering. The signs should be mounted firmly and securely at the two sites with proper footing and post, as approved by the Resident Engineer. The Contractor is responsible for maintaining the signs in a manner approved by the Resident Engineer and will remove and dispose of upon completion. The sign shall include the full colored image that will be provided on a CD, at the pre-construction meeting.

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:

 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".

3-15.2 Integration of the Work with Separate Contractors. To the "WHITEBOOK", ADD the following:

- 2. The list of Separate Contractors includes:
 - a) Morena Conveyance South Project, Robert Hanna, Phone No. 858-627-3265, email: rhanna@sandiego.gov

- b) Alvarado 2nd Pipeline Extension Project, Jericho Gallardo, Phone No. 619-533-7523, email: <u>JGallardo@sandiego.gov</u>
- c) Morena Pump Station (Flatiron West, Inc.) Octavio Chiquete, Phone No. 858-573-5069, email: ochiquete@sandiego.gov
- d) Morena Improvements 1, Jonard Talamayan, Phone No. 619-533-4116, email: <u>JTalamayan@sandiego.gov</u>
- e) Morena Improvements 3 (W), Daniel Yelsits, Phone No. 619-533-5215, email: DYelsits@sandiego.gov
- f) Morena Blvd. Median Improvements, Jacob Randles, Phone No. 858-495-4755, <u>[Randles@sandiego.gov</u>
- 3. Contractor's Baseline schedule must incorporate Morena Conveyance South's Schedule and avoid overlaps of construction activities, including traffic control and water shutdowns.

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

- Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Morena Blvd. from Ingulf to Napa and on Sherman Street. See **Appendix F - Adjacent Projects Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Morena Conveyance South Project, Robert Hanna, Phone No. 858-627-3265, email: rhanna@sandiego.gov
 - b) Alvarado 2nd Pipeline Extension Project, Jericho Gallardo, Phone No. 619-533-7523, email: |Gallardo@sandiego.gov
 - c) Morena Pump Station (Flatiron West, Inc.) Octavio Chiquete, Phone No. 858-573-5069, email: ochiquete@sandiego.gov
 - d) Morena Improvements 1, Jonard Talamayan, Phone No. 619-533-4116, email: <u>ITalamayan@sandiego.gov</u>
 - e) Morena Improvements 3 (W), Daniel Yelsits, Phone No. 619-533-5215, email: DYelsits@sandiego.gov
 - f) Morena Blvd. Median Improvements, Jacob Randles, Phone No. 858-495-4755, email: lRandles@sandiego.gov

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-1.1 American Iron and Steel (AIS).

1. The Consolidated Appropriations Act, 2014, includes an "American Iron and Steel (AIS)" requirement in section 436 that requires this project, funded via the 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 K Sample Certification Letter for AIS Implementation**, unless a waiver of the requirement is approved, and;
 - c) You will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State.
- 3. The additional information below is being provided for reference and guidance to ensure that you comply with all requirements set forth by the 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

- **5-3.3 Payroll Records.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You and your Subcontractors shall submit weekly certified payrolls, including a Statement of Compliance signed under penalty of perjury, reflecting the wages of all employees engaged in the Work, utilizing the City's designated web-based contract and labor compliance software.
 - 2. You and your Subcontractors shall submit the following Labor Compliance required documents to the OLSE;
 - a) City of San Diego Labor Compliance Authorized Signatory Form;
 - b) City of San Diego List of Trades and Crafts;
 - c) Labor Compliance Checklist;
 - d) Fringe Benefit Statement;
 - e) DAS 140 Form & Transmittal Confirmation;
 - f) DAS 142 & Transmittal Confirmation;
 - g) State & Federal Apprentice Certifications;
 - h) Payroll Confirmations (as requested per CCR 16432); and
 - i) Other Deduction Forms (letter or documentation relating to nonstandard deductions);
 - 3. You and your Subcontractors shall submit the following PLA and Labor Compliance required documents utilizing the City's designated web-based contract and labor compliance software program:
 - a) Letter of Assent (PLA Attachment B);
 - b) Workforce Dispatch Request Form;
 - c) Contractor Core Workforce Form [if required];
 - d) Monthly Proof of Fringe Benefit Payments to Union Trust;
 - e) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports);
 - f) Jobs Coordinator Designation Form; and

- g) For all dispatched workers, identify the following: race, ethnicity, gender, permanent residence zip code, construction project hours worked, apprenticeship program affiliation, trade classification, and union affiliation.
- **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:

General Annual Aggregate Limit	Limits of Liability
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
- 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 <u>Design-Build</u> 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.
- **Formula 1.1 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.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - i. Ongoing operations performed by you or on your behalf,
 - ii. your products,
 - iii. your work, e.g., your completed operations performed by you or on your behalf, or
 - iv. premises owned, leased, controlled, or used by you.
- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.
- **5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 5-4.5.3 Contractors Pollution Liability Insurance Endorsements.
- **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.
- **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.
- **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.
- **S-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.
- **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 Community Outreach Services.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-10.2.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners,

business patrons, recreational users, and other community members and stakeholders) of construction impacts, including when, where, and how long the impacts will last. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City. Community outreach will be led by the Owner's Outreach team and supported by the Contractor.

- 2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member from your construction team who shall perform the required community outreach services as a point of contact for the Owner's Outreach team and Construction Manager/Resident Engineer.
- 3. You shall closely coordinate with the Owner's Outreach team the Work with the businesses, institutions, residents, and property owners impacted by the Project.
- 4. Your example duties include working with the Owner's Outreach team to notify businesses, institutions, and residents of the commencement of construction activities not less than five (5) days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending up to eight (8) community meetings, attending one-on-one meetings with businesses and stakeholders as needed, and supporting responses to community questions and complaints related to your activities.
- 5. Members of your team shall participate in outreach meetings, including an initial orientation meeting (superintendent and foremen), led by the City and Owner's Outreach team to discuss expectations for and participation in outreach tasks throughout the Contract Time. The superintendent shall participate in the subsequent outreach meetings on a quarterly basis following the initial orientation.
- 6. The assigned staff member responsible for performing required community outreach services shall maintain an outreach materials kit provided and updated by the Owner's Outreach team.
- 7. You shall execute the Information Security Policy (ISP) Acknowledgement Form For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a. Your contact information is made available on any outreach materials.
 - b. You will be the primary point of contact to resolve project related inquiries and complaints.

- 8. Electronic Communication.
 - a. All inquiries and complaints shall be sent to the Owner's Outreach team to be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b. Any updates or a resolution of inquiries and complaints shall be sent to the Owner's Outreach team to be documented in the City's internal public contact tracking system within 24 hours.
 - c. Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d. All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be provided to the Owner's Outreach team to be saved into the individual records, located within the City's internal public contact tracking system.

5-10.2.2 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.
- "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.

5-10.2.2.1 Quality Assurance.

- 1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or English and Spanish, as appropriate for the community or public they are informing.
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

5-10.2.2.2 Submittals.

- All public notifications and outreach materials will be prepared by the Owner's Outreach team and shall be delivered/distributed by the Contractor. After distributing, you shall submit verification of delivery and any copies of returned notices to the Owner's Outreach team. Submit a PDF copy of the approved letters and notices to the Owner's Outreach team.
- 2. You shall provide the required information to the Owner's Outreach team for the creation and distribution of newsletters, e-newsletters, website updates, etc., for a project including: a written update on the progress of Work, 3 week look-ahead schedules, contact names and phone numbers, and any other information which may be of interest to the public for this purpose.
- 3. You shall identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete, to the Owner's Outreach team for inclusion in the City's internal public contact tracking system. You shall submit copies of all written, electronic, and verbal communications and conversations with the public to the Owner's Outreach team for reporting to the City's internal public contact tracking system.

5-10.2.2.3 Communication with the Public.

- 1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
- 2. You shall provide updates on construction impacts to the Resident Engineer and the Owner's Outreach team. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer and the Owner's Outreach team with each week's submittal of the Three-Week Look Ahead Schedule.
- 4. At the request of the Resident Engineer or the Owner's outreach team, you shall attend and participate in project briefings at community meetings and one-on-one meetings with businesses and/or stakeholders.
- 5. You shall coordinate with the Resident Engineer and Owner's Outreach team on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

5-10.2.2.4 Communication with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers,

- magazines, radio, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
- 3. In the event that media representatives arrive near or on the construction Site(s), you shall keep the media representative off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
- 4. You shall report all visits from members of the media to the Resident Engineer and the Owner's Outreach team as quickly as possible so that the City's Public Information Officer can be contacted and can meet with the members of the media at the construction Site(s).
- 5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
- 6. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

5-10.2.2.5 Payment.

The payment for these community outreach services shall be included in the Contract Price.

- **5-13 Electronic Communication.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. PMWeb shall be used on this Contract. See Technical Section 01 33 22 Web Based Construction Document Management.
 - 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs, and transmittal through PM Web. Review and act on all communications addressed to the Contractor in PM Web will be provided at the Pre-Construction meeting and demonstration will be provided.
 - 3. Contractor shall comply with Section 5-3.3 for items related to "Payroll Records".

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".

ADD:

6-2.2 Work Restrictions.

- 1. Construction across Buenos Avenue and Dorcas Street may not occur at the same time to ensure access to the Overlook Heights neighborhood.
- 2. Staging on Ashton Street is prohibited.
- 3. Contractor shall coordinate stop work for up to (7) working days per calendar year to accommodate events. These events include but are not limited to the following; Rock and Roll Marathon, Kaiser Permanente Half Marathon, Susan G Komen Race for the Cure, USD Move in and Graduation and additionally during large trolley usage events such as Comic Con, Opening Day for Padres, and major events at SDSU Mission Valley.
- 4. Contractor shall ensure access to all properties along the alignment during their hours of operation.
- 5. Contractor shall provide protection in place methods for all SDG&E crossings identified as Protect in Place for review and approval by SDG&E.
- 6. SDG&E will be removing a 6-inch diameter gas main on West Morena Blvd. from 400-feet south of Morena Blvd. to 150-feet north of Milton Ave. and replace with a 2-inch diameter gas main on West Morena Blvd. from Asher St. to Littlefield St. Contractor shall coordinate with SDGE crews during construction. Contractor will not be able to install Pipelines until the 6 inch diameter gas main is removed.
- 7. SDG&E's anticipated schedule for this work is June 2024 to April 2025.
- 8. Contractor must start from the north (Balboa Ave.) and move South to avoid conflicts with the Morena Conveyance South project along Morena Blvd.

The Contractor may enable a second crew that starts from the South at the intersection of Napa Street and Work North 60 WD after the start of the North to South Crew but will not be allowed into the 1600 Block of Morena Blvd. (North of W. Morena at Morena) North to Morena Blvd. and Milton Ave until 120 WD after NTP, or until released by the Engineer.

All work between the south terminus of the 16-inch and 36-inch diameter waterlines to the the intersection of Napa Street at Morena Boulevard will be limited between 9/16 and 1/31. Contractor shall develop a multiple staged schedule to align all activities within these windows and the contract time.

9. Contractor shall coordinate with Morena Conveyance South and Middle Contractor for Tecolote Creek crossing. Coordination shall seek to eliminate duplicate restoration efforts.

The Contractor shall work within the Mitigation Monitoring and Reporting Requirements applicable to the Morena Conveyance South associated to Tecolote Creek:

MM-BIO-2 (habitat revegetation)

Contractor shall revegetate areas of temporary disturbance following the guidance in the Conceptual Habitat Revegetation Plan shown in **Appendix N** - **Habitat Revegetation Plan**. Contractor shall apply erosion control hydroseed following the completion. of construction activities in Tecolote

MM-BIO-3(nesting birds)

City Biological EMs will conduct surveys for nesting birds if suitable habitat will be removed during the avian breeding season (February 1–September 15). Surveys will occur within 10 days prior to the start of construction. Biological EM will oversee compliance. Biological EM will report findings to EPM and CM team. CM team will inform ECM of results.

If environmental restoration is impacted by the Contractor, the Contractor shall provide the necessary remedies to comply with MM-BIO-2. All work within Tecolote Creek including full habitat revegetation (MM-BIO-2) and sound walls or other means to comply with results of MM-BIO-3 shall be included in the Contract Unit Price for the Pipeline.

- 10. Contractor shall coordinate with Morena Conveyance South and Middle Contractor for Phased Paving along Morena Blvd.
- 11. Contractor shall maintain, at all times, at least two (2) fully compliant ADA Accessible Parking Stalls located on the east side of Morena Blvd. north of Ingulf Street. Five (5) ADA Parking Stalls are currently being constructed in the area by SANDAG, plans are provided in **Appendix O Morena Blvd ADA Parking Plans**.
- 12. Contractor shall coordinate with San Diego Police Department regarding closures and traffic control along Napa Street.
- 13. Contractor shall coordinate water shutdowns with Morena Improvements 1.
- 14. Contractor shall coordinate water connection points with Morena Improvements 1 specifically, but not limited to, Buenos Avenue, Dorcas Street, and Savannah Street.
- 15. Contractor shall coordinate Construction Schedule on Custer and Lovelock Streets with Morena Conveyance South and the Morena Pump Station.
- 16. The Contractor may not work simultaneously on West Morena Blvd. and Old Morena Bid.

ADD:

6-2.2.1 Payment.

1. The payment for complying with work restrictions requirements shall be included in the Contract Price.

- **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".
- **6-4.3 Payment for Delays**. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The payment to the Contractor for the delay costs shall be in accordance with the bid item for Time-Related Overhead.

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego has prepared an Addendum to Mitigated Negative Declaration No. 255100 for Morena Pipeline, SCH# 2011091045, Project No. 583432, WBS No. B-10627.02.02, as referenced in the Contract Appendix. You shall comply with all requirements of the Addendum to Mitigated Negative Declaration No. 255100, as set forth in Appendix A.
- 2. The City of San Diego has prepared an Addendum to Mitigated Negative Declaration No. 255100 for Elvira to Morena Double Tracking Pipelines Relocation (Morena Pipeline), SCH# 2011091045, Project No. 401591, WBS No. B10627.02.02, as referenced in the Contract Appendix. You shall comply with all requirements of the Addendum to Mitigated Negative Declaration No. 255100 as set forth in Appendix A.
- 3. The City of San Diego has prepared a **Final PEIR for the Morena Corridor Specific Plan Report No. 582608**, for **Morena Pipeline BL**, SCH No. **201610102**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Final PEIR for the Morena Corridor Specific Plan Report No. 582608**, as set forth in **Appendix A**.
- 4. The City of San Diego has prepared a Final Program Environmental Impact Report for Bicycle Master Plan Update, SCH 2012061075, Project No. 290781, as referenced in the Contract Appendix. You shall comply with all requirements of the Final Program Environmental Impact Report, as set forth in Appendix A.
- 5. The City of San Diego has prepared a **Notice of Exemption** for **Morena Medians**, Project No. **B-15015.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.

- 6. The City of San Diego has prepared a **Notice of Exemption** for **Morena Improv 3 (S)**, Project No. **B-21064.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of **the Notice of Exemption**, as set forth in **Appendix A**.
- 7. The City of San Diego has prepared a **Notice of Exemption** for **Morena Improv 3A (W)**, Project No. **B-22152.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
- 8. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

4. The City will 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. The City will 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.

ADD:

6-6.3 City Forces "Stiff Pipe" Removal.

- 1. In the event an improperly abandoned water service lateral "stiff pipe" is discovered, You shall make allowances for temporary Work stoppages to evaluate existing abandoned laterals and coordination with City Forces.
- 2. If suspension of construction activities for analysis, coordinating with City Forces, or both exceed 5 Working Days along the entire alignment, you shall be entitled to an extension of time in accordance with the provisions of 6-3, "DELAYS AND EXTENSIONS OF TIME".
- 3. The payment for Work delays in excess of the 5 Working Days as described in item 2 shall be included in the Bid item for "Suspension of Work Resources".
- **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	
\$10,000,001 to \$20,000,000	\$6,500	
Greater Than \$20,000,000	\$7,000	

SECTION 7 - MEASUREMENT AND PAYMENT

7-2 Lump Sum Work. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Items for which quantities are indicated "Lump Sum". "LS". or "Job". shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Special Provisions or requested by the Engineer, the Contractor shall submit to the Engineer within 15 Days after award of Contract, a detailed schedule in triplicate, to be used as a basis for determining progress payments on a lump sum contract or designated lump sum Bid item. This schedule shall equal the lump sum Contract Price or Bid item price and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

7-3.1 General. To the "WHITEBOOK", ADD the following:

- 4. The bid items and their scope are specified in the plans, contract documents and technical specification Section 01 29 00.
- 5. The Bid Item "**Median Barrier Fence**" shall include the construction of a median barrier fence on the reconstructed median in West Morena Boulevard from Vega Street to Tecolote Creek.
- 6. The Lump Sum Bid Item "**Traffic Guardrail SDSD SDM-130**" shall include the construction of Traffic Guard Rail per SDSD SDM-130 and Caltrans Standard Specification 9-83-1.04 and shall be constructed as indicated on the Drawings. No measurement will be made for this item.

- **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	

- 2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
- 3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
- 4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
- 5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
- 6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

- **7-4.3 Markup.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The allowance for overhead and profit shall not exceed the values listed in the table below:

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

- **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 8 - FACILITIES FOR AGENCY PERSONNEL

- **8-2 FIELD OFFICE FACILITIES**. To the "WHITEBOOK", ADD the following:
 - 2. Provide Owner's Representative Field Office per Section 8-2.5.

ADD:

8-2.5 Owner's Representative Field Office

- A. General:
 - 1. Separate from Contractor's field office, Contractor shall provide field offices, equipment, services and utilities specified herein for the Owner's Representative and the Engineer at the project site. Alternatives to the modular trailer configuration and criteria described herein may be proposed by the Contractor, provided that the alternatives meet the requirements outlined below. Alternatives will need to be reviewed and approved by the Owner's Representative. Potential alternatives include commercial or industrial office space.
 - 2. Unless released earlier by the Owner's Representative in writing, said field office(s) shall be maintained in full operation at the site with all utilities connected and operable until the Notice of Completion has been executed or recorded. Upon execution or recordation of the Notice of Completion, or upon early release of the field office(s) by the Owner's Representative, the Contractor shall remove the field office(s) within 14 days from said date, and shall restore the site occupied by said field office(s).

- 3. Field Office shall be located within the limit bounds as follows:
 - a. North Appleton Street
 - b. East Tecolote Canyon
 - c. South Friars Road
 - d. West Interstate 5

B. Office Facilities:

- 1. General: The Contractor shall provide all necessary electrical utility service connection and trailer wiring, plumbing with hot and cold water, toilet and lavatory fixtures, air conditioning and heating equipment, and shall furnish all necessary light, heat, water, and janitorial services in connection with all field offices specified herein, for the duration of the Work.
- 2. Field office: The Contractor shall provide and maintain for the exclusive use of the Owner's Representative and the Engineer one separate, well lighted, field office trailer with the following:
 - a. The area of said field office shall not be less than 2,880 (48'x84') square feet, including toilet facilities. The Contractor shall provide all furnishings, services, and equipment specified herein.
 - b. The office shall have a minimum of four outside doors with security locks and 20 keys provided. Lockable exterior door bars shall be provided. Railed landings and railed stairs shall be provided at each door. An 8-foot full trailer width deck at the main entrance of the trailer shall be provided with rails and ADA compliant handicap access ramp.
 - c. Trailer shall have a minimum of fifteen exterior windows. Windows shall be equipped with security guard screens and interior blinds.
 - d. Contractor shall provide a sign on the main entrance door reading C.O.S.D Pure Water Field Office, letter height 4 inches minimum.
 - e. The field office trailer will have a minimum of 7 offices (to be confirmed via approved floor plan submittal), two toilet rooms, one 15' x 48' conference room and a common area with sink and counter space and electrical outlets.

- f. A minimum of four (4) 110-v ac duplex electric convenience outlets shall be provided in each individual office and four (4) in the conference room. Additional duplex outlets shall be evenly distributed around the common area. Each desk location shall have at least one duplex outlet. The electric distribution panel(s) shall be of sufficient size to provide uninterrupted service. Should sizing of panels be found inadequate Contractor shall, at no additional cost, increase the circuits and wiring to provide uninterrupted service. A dedicated 20-amp circuit shall be provided for the copy machine.
- g. Three Ethernet outlets shall be provided in each office and shall be spaced throughout the common area and the conference room. Contractor shall provide all Ethernet cabling.
- h. Contractor shall provide a preliminary layout of the field office trailer for approval by the Owner's Representative prior to fabrication of the trailer.

C. Field Office Furnishings:

- 1. The Contractor shall provide the following listed items in new condition or as approved by the Owner's Representative for the field office:
 - a. 10 each Standard 30 x 60-inch desks
 - b. 1 each Plan table 36 x 72-inch top; 36-inches high
 - c. 10 each File cabinets, legal size, 4-5 drawer, with suspension racks
 - d. 23 each Office chairs, standard arm rest type, adjustable, swivel, tilt-back with casters.
 - e. 10 each Waste baskets.
 - f. 1 each 5 gallon water dispenser (supplying both hot and cold water) with bottle replacement services and continuous supply of paper cups.
 - g. 7 each Book case, 30 x 72 x 12 inches
 - h. 1 each Conference table, 5'X10'
 - i. 1 each First aid kit per applicable regulation requirements

- j. 4 each Fire extinguishers per applicable regulation requirements
- k. 7 each Marker board, 2' x 4'
- I. 1 each Marker board, 4' x 8'
- m. Provide and install 85-inch Samsung Smart TV or approved equal
- n. 1 each Refrigerator/freezer, 21.7 cu ft minimum capacity
- o. 1 each Microwave oven

D. Field Office Services:

- 1. The field office shall be provided with sufficient lighting to provide not less than 60-foot-candles at desk top height. Lighting shall be provided over the entrance doors.
- 2. Plumbing shall be connected to the sanitary sewer. A continuous supply of toilet paper and paper towels shall be furnished.
- 3. Two (2) times a week (Tuesday and Thursday) janitorial services shall be performed after working hours each day. Offices shall be swept, dusted, waste receptacles emptied, and all debris properly disposed of. Toilet facilities shall be sanitized and cleaned. Supplies shall be replenished, as required, of paper towels, paper cups, hand soap, toilet paper, and first-aid kit.
- 4. Provide and Install Electrical power service. Monthly power bill shall be paid by the Contractor.
- 5. Provide 5 gallon water bottle replacement service.
- E. Contractor shall pay for all permits and connection fees associated with the trailer installation.

F. Execution:

- 1. Make available for Construction Manager's use prior to start of the Work at Site or within 30 Days of the Notice to Proceed, whichever comes first. Field Office shall remain on Site through Notice of Completion. Contractor shall also demobilize trailer facilities.
- 2. Provide minimum 100 square feet of gravel or crushed rock base, minimum depth of 4 inches, at each entrance. Provide gravel or crushed rock base, minimum depth of 4-inches, for parking area suitable for fifteen vehicles.
- 3. Locate where directed by Construction Manager; level, block, tie down (seismic restraint), skirt, provide stairways, ADA accessible ramp, 8-foot-wide decking at entrance for the entire width of the trailer and relocate when necessary and approved. Construct on proper foundations, and provide proper surface drainage and connections for utility services.

- 4. Raise grade under field office, as necessary, to elevation adequate to avoid flooding.
- 5. Provide sanitary facilities in compliance with state and local health authorities.
- 6. Exterior Door Keys: Furnish two sets of keys.
- 7. Computer:
 - Provide and install 14 24-Inch Dell Monitors Model # S2419NX) or approved equal, including required connecting cables and plugs.
- 8. Local Area Network (LAN):
 - a. Provide wired/wireless router.
- 9. Telecommunications:
 - a. Site/Room Requirements:
 - 1) Provide and install a 4' \times 4' \times 3/4" fire-rated plywood backboard
 - 2) Provide and install a 120V AC dedicated outlet on a dedicated 15Amp circuit breaker. Single standard 3 prong 120V AC, 15Amp dedicated receptacle. Within 5' of equipment mount
 - 3) Provide and install new #6 ground wire bonded to an MGN (except in CA) or UFER Ground terminated to a grounding bus bar 2" Sleeve(s).
 - 4) Backboard shall be mounted to wall with proper drywall anchors and not just screws
 - 5) Active equipment shall not be installed within 3' of electrical panels
 - 6) Active equipment shall not be installed within 3' of water sources (sinks, wash basins)
 - 7) All equipment shall be installed in accordance with all ADA code (leaving 36" open fare way).
 - 8) Provide and install two (2), 5-15P outlets on 120 volt, 15 amp circuits. Within three feet of the network racks
 - 9) Provide and install all labor, materials and equipment to connect to the City's SANNET fiber network.

- b. Network Cabling Requirements:
 - 1) Provide and install fourteen (14) network wall plates with two (2) data jacks per wall plate for a total twenty-eight (28) data jacks.
 - 2) All data jacks shall be clearly and professionally labeled with matching labels at the face-plate and at the patch panel. Naming convention shall be based upon the matrix attached. Handwritten labels are not acceptable.
 - 3) All data jacks shall be home runs from the faceplate to a Category 6 patch panel to the nearest IDF.
 - 4) Cabling between the wall jack to the patch panel shall be plenum rated cable where required by code. The Category 6 cables shall be "Blue" in color. Use T568A wiring pattern terminating into Keystone Jack, Category 6, 110 type, 90 degree at the wall jack. The wall jack shall match the color of the face- plate.
 - 5) The cabling between the wall plate and the patch panel, the cabling will terminate into the patch panel using a T568A wiring pattern into a Keystone Jack, Category 6, 110 type, 90 degree at the patch panel. The keystone shall match the color of the patch panel.
 - 6) All data jacks shall be tested and certified. The vendor will provide a complete testing report for all data jacks.
 - 7) Install one (1), 48-port Category 6 Patch Panel. Each patch panel will be a 2U, 48-port Category 6 Patch Panel.
 - 8) Install a Wall mounted cabinet. Rack Size 19". Height (Rack Units) 12U. Dimensions (WxDxH) 25.1 in x 23.6 in x 17.7 in.
- c. Network a printer of quality and capabilities equal, or similar, to the following with contractor for immediate site services:
 - Sharp MX 4070V B&W an Color Networked capable of 11X17 printing and network accessible, with full maintenance support. Toner shall also be provided with two spare toner cartridges with the

- copier at all times. The Contractor shall setup the copy machine so that it can perform its full range of features such as copy, print, scan, e-mail, and send/receive fax. The Contractor shall obtain and pay for a service contract with a local representative of the dealer or manufacturer for on-site service and repair within 24 hours; or
- 2) Multi-Function Device (MFD): Provide a Konica Minolta BizHub C350 or C351 capable of color printing, 11X17 printing, scan to email and fax capabilities with full maintenance support. Toner shall also be provided with two spare toner cartridges with the copier at all times. The Contractor shall setup the copy machine so that it can perform its full range of features such as copy, print, scan, e-mail, and send/receive fax. The Contractor shall obtain and pay for a service contract with a local representative of the dealer or manufacturer for on-site service and repair within 24 hours.
- 3) Provide 7 EA Microsoft Surface Pro or approved equal docking stations with mouse and keyboards
- d. The Contractor shall provide wired/wireless router. Provide wifi for wifi enabled devices/printers to be used in all workspaces
- e. Contractor shall provide all consumable supplies necessary for complete operation of the equipment specified under this section shall be furnished by Contractor until thirty (30) days after Final Acceptance. These supplies include, but are not limited to, ink and toner cartridges, plain paper, first-aid supplies, and fire extinguishers and certifications.
- f. Provide appropriate jacks, wiring, and equipment required for a complete telecommunications system.
- g. Arrange and provide for telecommunication service for use during construction. Pay costs of installation, maintenance, and monthly service of internet connection.
- h. Provide conference room speaker: Anker PowerConf S3
 Bluetooth Speakerphone with 6 microphones or approved equal
- i. Provide 10 power strips
- 10. Maintain in good repair and appearance, and provide weekly cleaning service and replenishment, as required, of paper towels, paper cups, hand soap, toilet paper, first-aid kit supplies, and bottled water.

SECTION 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 \pm 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	AASHTO T 255
content	
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)
Gyration 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.

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.

^a Average maximum specific gravity reported on the JMF.

- 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 \pm 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:

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	Sieve size Target value limit	
1/2"	100	
3/8"		95 - 100
No. 4	73-77	TV ± 10
No. 8	58-63	TV ± 10
No. 30	29-34	TV ± 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)
НМА	
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. <u>Color: Green (for wastewater applications).</u>
 - 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

- **209-1.1.1 General.** To the "GREENBOOK", ADD the following:
 - 1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
 - 2. Refer to AWWA C900-16 for all references to AWWA C905.

209-2.2.1 Materials. To the "GREENBOOK" Table 209-2.2.1, "Pipe", "Material", DELETE in its entirety and SUBSTITUTE with the following:

Material	Fabrication of mill manufactured steel pipe shall conform to the requirements of AWWA C200. Pipe shall be fabricated from steel sheet, plate, or coil that conforms to ASTM A36 Grade 36 modified to have minimum yield strength of 40,000 psi, or equivalent.
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To the WHITEBOOK, Table 209-2.2.1, "Lining and Exterior Coating (Required on exposed steel surfaces and ring joints)", "Cement-Mortar Interior Lining and Exterior Coating", DELETE in its entirety and SUBSTITUTE with the following:

Cement Mortar Interior	Pipe Size	Lining Thickness
	30 inch (900 mm) and Larger Pipe	1/2 inch (13 mm)
	Conform to AWWA C205 using Type II/V cement.	
Lining	Trim lining as necessary to allow full	
(AWWA C205)	operation of butterfly or check valves at connections to steel pipe.	
	Line exposed portions of pipe interior with hand-applied epoxy-conforming to SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES.	
	1 inch (25 mm) minimum coating thickness unless otherwise specified or if soil is identified as corrosive.	
	Trim coating 6 inch to 12 inch (150mm to 300 mm) ab penetrating to daylight or vault interiors.	oove grade on spools

To The GREENBOOK, Table 209-2.2.1, "Lining and Exterior Coating (Required on exposed steel surfaces and ring joints)", "Cold Applied Tape Exterior Coatings", DELETE in its entirety and SUBSTITUTE with the following:

	Conform to AWWA C217-16 Microcrystaline Wax and Petrolatum Tape Coating Systems for Steel Water Pipe and Fittings. Min thickness: 50 mils.
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To the GREENBOOK, Table 209-2.2.1, "Lining and Exterior Coating (Required on exposed steel surfaces and ring joints)", "Fusion-Bonded Epoxy Interior Lining and

Exterior Coatings of Above-Ground Pipe", DELETE in its entirety and SUBSTITUTE with the following:

Fusion-Bonded
Epoxy Interior
Lining and
Exterior
Coatings of
Above Ground
Pipe and
Appurtenances

Conform to AWWA C213-15

Lining and coating shall be a 100% solids, thermosetting, fusion bonded, dry powder epoxy resin: Scotchkote 134 or 206N, Valspar "Pipeclad 2000" or approved qual. Min thickness: 16 mils.

To the WHITEBOOK, Table 209-2.2.1, "Joints", "Flanged Joint", DELETE in its entirety and SUBSTITUTE with the following:

Flanged Joint

Conform to AWWA C207. Flange joints identified on the plans to receive dielectric insulation kits shall have the flange bolt holes over-drilled per section 4.2.3 of AWWA C207. Faced and dimensioned in accordance with ASME/ANSI B16.5 for the pressure class shown on the Plans or specified in the Special Pro visions.

To the GREENBOOK, Table 209-2.2.1, "Fittings", "Material", DELETE in its entirety and SUBSTITUTE with the following:

Flanged Joint	Same steel as pipe, 3/8 inch (10 mm) min.
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ADD:

209-2.2.6.1 Special Inspection and Testing of Field Welds. All costs for special welding inspection and testing of field welds shall be the responsibility of the City.

- 1. Qualification of Welders, Equipment and Procedures: Prior to the start of welding, the special inspector shall check welder qualifications and verify that procedure specifications to be used have been approved.
- 2. Inspection of Field Welds: The special inspector shall visually examine 100% of all welds performed in the field. Acceptance Standards for Visual Examination. The following indications are unacceptable:
 - a. Cracks external surface;
 - b. Undercut on surface which is greater than 1/32-inch (1.0 mm) deep;
 - c. Lack of fusion on surface;

- d. Incomplete penetration (applies only when opposite surface is readily accessible). Any weld not conforming to the above acceptance standards shall be ground smooth and blended in to the satisfaction of the special inspector.
- 3. Nondestructive Testing of Field Welds: Nondestructive testing of field welds shall be performed by the special inspector, as directed by the Resident Engineer, using testing and acceptance criteria as set forth in the ASME Boiler and Pressure Vessel Code, Section V, and as specified herein. Nondestructive test methods and acceptance criteria shall be submitted to the Resident Engineer for review and approval thirty (30) working days prior to beginning any field welding operations and in accordance with Section 209-2.2.6 of Standard Specifications for Public Works Construction. Nondestructive testing shall be performed as follows:

WELDED SLIP JOINTS:

Nondestructive testing shall be performed on a random sampling of all slip joint field welds provided that not less than twenty percent (20%) of such field welds are tested. The special inspector shall ensure that the work of each welder is tested in accordance with this section.

BUTT STRAPS AND NON-SLIP JOINTS:

Nondestructive testing shall be performed on one hundred percent (100%) of all butt strap welds and other non-slip joint welds performed in the field. Portions of welds not conforming to the applicable acceptance standards shall be completely removed in a manner, which will permit proper and complete repair by welding. All repair welds shall be re-tested by the special inspector.

4. Air/Soap Testing of Field Welds: One ¼-inch tapped hole per joint is required for welded steel pipe requiring double welding of joints. Test procedure shall be per AWWA C206, Section 5.2.2.2.

ADD:

- **209-2.2.7 Affidavit of Compliance.** Affidavit of compliance is required from the manufacturer that the pipe, specials, and fittings furnished under this contract comply with these special provisions, applicable standards and as specified in AWWA C200, C205, C214 and C217 and the following supplemental requirements:
 - 1. Physical and chemical properties of all steel
 - 2. Hydrostatic test reports
 - 3. Results of production weld tests
 - 4. Coating and lining tests
 - 5. Technical data and information on the tape coating to be used.

All expenses incurred in making samples for certification of tests shall be borne by the Contractor and/or manufacturer.

ADD:

209-2.2.8

Field Painting. Metal components which are furnished with shop-applied protective coating shall be carefully installed to avoid damage to the coatings. Any areas of such coatings which show damage after installation is complete shall be cleaned and recoated. The touch-up coating materials shall be identical to the shop-applied coating, or a suitable substitute therefore, recommended by the component manufacturer and approved by the Engineer.

Steel surfaces, other than stainless steel, which are not galvanized or shop- coated, shall be epoxy coated in accordance with AWWA C210. The minimum dry film thickness shall be 16 mils, and the epoxy shall meet NSF Standards for contact with potable water.

ADD:

209-2.2.9

Installation, Storage, and Handling. Bracing shall consist of at least three (3) sets of stulls for each standard length pipe. Stull struts and stull blocks shall be of such size, shape and material that the pipe is held round, and its interior surface protected from damage under all loads encountered in handling, installing and backfilling. Bracing shall remain in place until after the pipe is laid in the trench, bedding and backfill compacted and pipe is firmly held in place.

Pipe shall be stored on sand ribbons during both curing operations and during yard storage.

When storage of the pipe at the manufacturer's yard shall exceed two calendar weeks after the completion of the pipe manufacturing and standard curing process, the manufacturer shall periodically wet the interior and exterior of the pipe to maintain sufficient moisture content in the cement mortar to avoid the development of mortar cracks greater than one-sixteenth of one inch. The end caps on the pipe shall be replaced after each addition of water in order to maintain the required seal for the interior mortar.

Until the pipe installation and backfilling are completed, all concrete surfaces of the pipe shall be sprinkled periodically to prevent excessive drying and thermal stressing.

At all times after application of the mortar coating or removal of the exterior forms, standard pipe lengths shall be handled with belt slings of sufficient width to avoid damage to the exterior surface or forks with protection to prevent the coating of the pipe from damage. Specials and fittings shall be handled by approved means, which avoid inflicting any damage. Chain slings shall not be used, and wire rope slings may be used only if encased in heavy rubber hose.

During transportation, pipe shall be mounted on padded bolsters curved to fit the pipe. Heavy padding shall be used under the tie chains. The pipe ends shall be closed to prevent air circulation and drying of the pipe interior in transit and during storage until the pipe is laid.

The pipe shall be handled by use of 12" wide nylon slings, padded cradles, or other devices, acceptable to the Engineer, designed and constructed to prevent damage to the pipe coating/exterior. The use of chains, hooks, or other equipment which might injure the pipe coating/exterior will not be permitted. All other pipe handling equipment and methods shall be acceptable to the Engineer.

The Contractor shall be fully liable for the cost of replacement or repair of pipe, which is damaged.

Stockpiled pipe shall be supported on sand or earth berms. The pipe shall not be rolled and shall be secured to prevent accidental rolling. The Contractor and/or manufacturer shall consult the Owner if any anticipated outdoor storage will be required prior to installation so that necessary precautions can be taken.

ADD:

209-2.2.10

Side Outlets. Outlets shall be installed as shown on the plans for connections to the new pipe. The outlets shall remain uncovered until all joint assembly, field welding, lining, and coating is accomplished and hydrostatic testing and inspection is completed. Outlets shall be backfilled in accordance with the contract documents.

All pipe with side outlets shall be considered as a special section and requires the outlet pipe to have a minimum steel wall thickness of 3/8-inch think. All outlets, connecting welds and associated appurtenances shall be designed by the pipeline manufacturer and submitted for approval by the owner.

All side outlets for appurtenances shall be factory lined and coated as specified for the main steel pipeline. The minimum hold back from the flange shall be zero (0) inches for the tape and the mortar. The flange shall be factory primed and the tape wrapped in the field.

ADD:

209-4.8

Flexible Couplings. Flexible couplings shall be carbon steel and all parts shall be fusion epoxy coated with carbon steel hardware. The manufacturer of the flexible couplings shall be from the City of San Diego's approved materials list. All flexible couplings installed in buried applications shall be wax tape wrapped in accordance with AWWA C217.PTFE Bearing and assembly shall be paid for per each Bearing System per location.

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	Туре	Materials/Method
Pipe Contents	Pipe Color (Plastic	Blue for Potable Water.
Identification	Pipe or Polywrap¹)	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	Warning and	Polyethylene tape 6" (150 mm) Wide and 4 mils (100 µm) minimum thickness
Locating	Locating Tape	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	In lieu of installing metallic warning tape; non-metallic warning tape 18" (450
	Wire	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.

ADD:

209-9.1.4 Certifications.

The Contractor shall Submit a notarized affidavit of compliance that all Work, materials and equipment required according to this Section were properly constructed and manufactured in full with these Contract Documents. The Contractor shall submit the manufacturers' Certificates of Compliance.

ADD:

209-10 GALVANIC ANODE CATHODIC PROTECTION SYSTEM.

209-10.1 General.

209-10.1.1 Work.

The Contractor shall provide all labor, materials, tools, and incidentals to install a cathodic protection system for the new 36-inch water, which is Cement Mortar Lined and Tape Coated/Mortar Coated (CML&TCMC) steel pipe. The cathodic protection system shall include all electrical connections, anodes, rectifiers, test stations, insulators, enclosures, and all accessories required for a complete and operable system.

The Contractor shall retain a qualified Corrosion Engineer to direct the construction of facilities specified herein. The Corrosion Engineer shall test and certify that the corrosion control facilities for this project are constructed properly and as specified and are fully functional.

209-10.1.2 **Definitions.**

- 1. Contractor: The licensed prime installer selected by the Owner to install the pipeline.
- 2. Owner: The City of San Diego.
- 3. Corrosion Engineer: A qualified Corrosion Engineer retained by the Contractor who is either a Registered Professional Corrosion Engineer or NACE International Certified Cathodic Protection Specialist or Corrosion Specialist.
- 4. Engineer: The City of San Diego's Resident Engineer or designated representative.
- 5. City's Corrosion Engineer: The Engineer's appointed representative from the City's Corrosion Section.

209-10.1.3 Contractor Qualifications.

All work must be conducted by qualified, experienced personnel working under continuous, competent supervision. Qualified Contractors must demonstrate experience with cathodic protection installations. The drilling subcontractor and well drilling foreman must have experience with the installation of deep well anodes. Cathodic protection installation and testing shall be done under the direct supervision of a Corrosion Engineer. The Contractor doing the electrical installations and well drilling work shall have proper valid State of California licenses.

209-10.1.4 Reference Specifications, Codes and Standards.

- 1. A497 Steel Welded Wire Reinforcement
- 2. ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- 3. AWWA C217 Wax Coating Systems for Underground Piping Systems
- 4. Bulletin 74 California Well Standards
- 5. Green Book Standard Specifications for Public Works Construction, 2021 edition
- 6. Mil-C-18480-B Coating Compound, Bituminous, Solvent, Coal Tar Base
- 7. NACE SP0169 Standard Practice, Control of External Corrosion on Underground or Submerged Metallic Piping Systems
- 8. NACE SP0572 Design, Installation, Operation, and Maintenance, of Impressed Current Deep Groundbeds
- 9. NACE SP0286 Electrical Isolation of Cathodically Protected Pipelines
- 10. NEC 70 National Electrical Code
- 11. NEMA LE Cotton Phenolic Resin Electrical Grade
- 12. NEMA CE Canvas Phenolic Resin General Purpose Grade
- 13. NEMA 3R Enclosures for Outdoor Applications

- 14. NEMA MR-20 Semiconductor Rectifiers Cathodic Protection Units
- 15. NEMA WC 70 Power Cables Rated 2,000 Volts or Less
- 16. NEMA G10 Glass Reinforced Epoxy
- 17. NFPA 70 National Electrical Code (NEC)
- 18. UL 514 Metallic Outlet Boxes
- 19. Standard Specifications of Public Works Construction City Supplement (White Book) 2021 edition.
- 20. Standard Drawings for Public Works Construction 2021 edition.

209-10.1.5 Contractor Submittals

The Contractor shall furnish the following documents (Submittals) AS ONE SUBMITTAL PACKAGE:

- 1. Catalog cuts and other information for products to be used including:
 - a. Mixed Metal Oxide Anodes
 - b. Anode Centering Devices
 - c. Calcined Coke
 - d. Deep Anode Construction Materials
 - e. Anode Wellhead Vault
 - f. Ornamental Enclosure
 - g. AC Meter Pedestal
 - h. AC Disconnect Switch
 - i. Manual Controlled Rectifier
 - j. Anode Shunt Panel
 - k. Conduit and Fittings
 - I. Wire, Leads, and Cable
 - m. Anode Shunts
 - n. Ready Mix Concrete
 - o. Plastic Warning Tape
 - p. Exothermic Weld Kits
 - q. Elastomeric Weld Caps
 - r. Exothermic Weld Coating
 - s. MicroMax GPS Interrupter, Relay and Heat sink
 - t. At-Grade Concrete Test Box

- u. Micarta Test Board
- v. Flange Isolation Kits
- w. Wax Tape Coating System
- x. Standard Potential Galvanic Anode
- 2. As-Built Drawings: The Contractor shall maintain as-built drawings showing the exact locations of the deepwell anode bed, rectifier, test stations, insulators, and wire trenching runs. Location changes shall be clearly indicated in red on a blue-line copy of the design drawings. These drawings shall be submitted to the Engineer before the work is considered complete. Provide subfoot GPS coordinates for all test stations and impressed current equipment.
- 3. Rectifier Owner's Manual: The rectifier Owner's Manual shall be submitted to the Engineer:
- 4. Rectifier Test Results: The following shall be submitted to the Engineer:
 - a. Rectifier test results.
 - b. Testing Laboratory safety approval. The rectifier shall have a UL Approval Label or ETL Approval Label.
 - c. Driller's logs for deep anode and grounding installations.

209-10.1.5.1 Certifications.

The Contractor shall submit a notarized affidavit of compliance that all Work, materials and equipment required according to this Section were properly constructed and manufactured in full conformance with these Contract Documents. The Contractor shall submit the manufacturers' Certificates of Compliance.

209-10.1.5.2 Operations and Maintenance Information.

The Contractor shall submit operation and maintenance related information, rectifier field test reports, parts list with part replacement numbers, and troubleshooting procedures.

209-10.1.5.3 Test and Inspection Reports.

The Contractor shall submit field test and inspection reports, along with wiring diagrams of the installed system. Testing reports shall include at a minimum: native or baseline pipe-to-soil potentials; electrical isolation from casings, and insulating flange kits; electrical continuity for all metallic pipe sections containing non-welded joints or inline specials not intentionally electrically isolated; cathodic protection system activation; any deficiencies; and conclusions and recommendations. The final testing report issued for this project shall include all previous testing results, approved material submittals, and as-built drawings. The reports shall be submitted in an electronic PDF format. In addition, all tabulated calculated data shall be submitted as a Microsoft Excel file format.

209-10.1.5.4 Impressed Current Anode Current Measurements.

The Contractor shall tabulate and submit all anode current outputs before and after the addition of the calcined coke backfill. These data shall be part of the final testing report.

209-10.1.5.5 **Qualifications.**

The Contractor shall submit documentation of the qualifications of the Corrosion Engineer.

209-10.1.5.6 Permits.

The Contractor shall submit copies of all permits including state and local well drilling permits and traffic control permits for deepwell anode sites.

209-10.1.5.7 Drilling Log.

Drilling records shall be submitted to the Engineer within ten days of the completion of the anode well. Records shall include:

- 1. Drillers Log.
- 2. Identification of water-bearing strata.
- 3. Resistance-to-well of all anodes before and after calcined coke is added to the well.
- 4. Anode Well Drilling Permit and Final Well Completion Permit.

209-10.1.5.8 Packaging and Shipping.

The Contractor shall coil wires, secure and package anodes as required to prevent damage during shipment.

209-10.1.5.9 Notification for Testing and Inspection.

The Contractor shall notify the Engineer at least seven days in advance of the deepwell drilling and the installation of rectifier, wiring, and test stations. Well loading and completion shall be done in the presence of the Engineer. The Engineer or the Owner's Representative shall witness all corrosion control installations at their discretion.

209-10.1.5.10 Notification for Testing And Inspection.

The Contractor shall notify the Engineer at least seven days in advance of the deepwell drilling and the installation of rectifier, wiring, and test stations. Well loading and completion shall be done in the presence of the Engineer. The Engineer or the Owner's Representative shall witness all corrosion control installations at their discretion.

209-10.1.5.11 Corrosion Engineer Qualifications Submittal.

Services of Corrosion Engineer: Obtain the services of a Corrosion Engineer to inspect, activate, adjust, and evaluate the effectiveness of the cathodic protection system. The Corrosion Engineer is herein defined as a registered Professional Engineer with certification or licensing that includes education and experience in cathodic protection of buried or submerged metal structures, or a person accredited or certified by NACE

International at the level of Corrosion Specialist or Cathodic Protection Specialist (i.e. NACE International CP Level 4). Such a person shall have experience inspecting pipeline cathodic protection systems. The Corrosion Engineer shall directly oversee the Cathodic Protection Technician, review all specification, and certify the accuracy and completeness of all cathodic protection submittals and reports.

Services of Cathodic Protection Technician: Obtain the services of a Cathodic Protection Technician to inspect, activate, adjust, and evaluate the effectiveness of the cathodic protection system. The Cathodic Protection Technician is herein defined as a person accredited or certified by NACE International as a Cathodic Protection Level 2 Technician

209-10.2 **Products.**

209-10.2.1 Impressed Current Anodes.

209-10.2.1.1 Mixed Metal Oxide - Tubular

- 1. Description: Dimensionally stable, tubular titanium anodes with a mixed metal oxide coating and having the dimensions listed below:
 - a) Length: 60 inches, minimum.
 - b) Outside Diameter: 1 inch, minimum.
 - c) Weight: 1.6 pounds, minimum.
- 2. Manufacturer: De Nora Lida "One" Anodes, or approved equal.

209-10.2.2 Anode Centralizers.

Centering devices shall consist of three metal or plastic assemblies that can be securely attached to the anodes and vent pipe to center them in the drilled hole. Centralizers shall not block the hole or impair installation of the anode, anode wire, or calcined coke. Centralizers shall be LIDA Ventralizers or approved equal.

209-10.2.3 Calcined Coke.

- 1. Calcined Petroleum Coke: Lubricated, low resistance, calcined petroleum coke shall be provided, suitable for pumping and with the following composition:
 - a) Bulk Density: 64 to 74 pounds per cubic foot.
 - b) Fixed Carbon: 98% to 99.8%.
 - c) Maximum Particle Size: 2.5mm
- 2. Manufacturers:
 - a) Loresco RS-3 or approved equal.

209-10.2.4 Deep Anode Construction Materials.

1. Vent Pipe: 2-1/2-inch, Schedule 40 PVC pipe with screwed and glued joints, with 0.006-inch longitudinal slots, 1.5-inches long, cut completely through both sides of the pipe at 4-inch centers in the active anode column area. Use Loresco All-Vent or approved equal.

- 2. Ground Bed Sealing Material: Cement grout, bentonite-gelatinous mud, puddled clay, or concrete, in accordance with the applicable state and local regulations.
- 3. Deep Anode Well Head Vault: The wellhead vault shall be H-20 traffic rated. Use South Bay Foundry SBF 1243 or approved equal. The well head vault will need to be poured in place to fit the well head frame. Mark wellhead vault as shown on the drawings.
- 4. Surface Vent Pipe: ASTM A 53 standard steel pipe, hot dipped galvanized after fabrication, 1-inch diameter with 180-degree fabricated gooseneck and SST bug screen at the top.

209-10.2.5 Ornamental Enclosure.

- 1. The enclosure for the rectifier, AC disconnect switch, shunt panel, and AC outlet shall be freestanding, pad-mounted, aluminum enclosure. The enclosure shall be aluminum and finish shall be powder coated White inside and out. The color shall be as approved by the Engineer. Use Myers MSX NEMA 3R or approved equal. The enclosure shall accommodate all components and have the following dimensions:
 - a) Height: 57.5 inches
 - b) Width: 30 inches
 - c) Depth: 17 inches
- 2. The enclosure shall have stainless steel door handles with provisions for padlocks, louvered vents with filters, and stainless steel hardware. 3. AC Outlet: Provide a conveniently located 120V/20A receptacle with its own 20 amp breaker and circuit coming from the meter pedestal.
- 3. Shunt Panel Board: Anode shunts and test/reference cell leads shall terminate on a panel board made of micarta, 1/4-inch thick. Double-nutted brass bolts, nuts, and lock washers shall be installed on the panel boards as indicated and per UL 486.
- 4. Shunts: Anode shunts shall be 0.01 ohm.
- 5. Mounting Pad: The ornamental enclosure shall be mounted on a 24-inch deep reinforced concrete pad. The concrete pad shall extend above grade by 3 inches. The total thickness of the concrete pad is 27-inches. The concrete pad dimensions shall be at least 4-inches larger on all sides of the ornamental enclosure.

209-10.2.6 AC Meter Pedestal.

1. The AC meter pedestal (per SDG&E Guidelines, latest edition) shall be located at the location shown on the drawings with approval from the Engineer. The meter pedestal shall have a 100A main breaker and a 20 amp, double pole

- breaker for the rectifier and a 20A, single pole breaker for the 120V/20A outlet within the enclosure. Meter pedestal shall be Myers MEUG16-M100-SD or approved equal.
- 2. Concrete mounting pad size for the meter pedestal shall be 24 X 24 X 6 Inches thick with reinforcing steel. The wire conduit shall penetrate the concrete mounting pad.

209-10.2.7 Rectifier Assembly.

1. Construction: The rectifier shall be mounted in a freestanding ornamental enclosure and installed on a metal frame which slides out for access and maintenance. The rectifier unit, anode shunt panel, and 120 VAC convenience outlet shall all be mounted inside the ornamental enclosure. The rectifier shall be Universal air-cooled standard line Model ASAI 25-15 or approved equal.

2. Electrical Characteristics:

- a) Rectifier shall have a 120/240 Volt single phase AC input, with filter choke, and have a rated DC output of 25 Volt 15 Amp, satisfying the requirements of NEMA publication MR-20 and NFPA 70. Rectifiers shall be capable of operating continuously at the rated output current at any voltage from zero to 110% without damaging any rectifier components. Full rated DC output voltage shall be adjustable by not less than 30 equal steps from approximately 5% of rated voltage to full rated output. This adjustment may be accomplished with studs and link-bars or tap switches and shall 5 coarse and 6 fine adjustments, at minimum. If tap switches are used, they shall not carry over 50% of the nominal current rating assigned by the manufacturer. The rectifier shall have a faceplate mounted 120 V convenience outlet.
- b) Rectifiers shall be designed to operate continuously at rated maximum voltage and current in ambient temperature of 122 degrees F without damage to the rectifier components. Cooling shall be accomplished by natural convection. Fan cooling is not acceptable for unattended equipment.
- c) Silicon stacks shall be equipped with silicon diodes rated a minimum of 800 peak inverse volts. Heat sinks shall be sized to keep diode junction and case temperatures from exceeding 212 degrees F under 113 degrees F ambient temperature conditions.
- 3. Transformers: Transformers shall be isolation type with a grounded electrostatic shield between the primary and secondary windings. Dielectric strength of all insulating materials shall not be less than 2,000 V RMS as tested for one minute when applied between windings and the transformer core. Magnet wire insulation and layer insulation shall be rated no less than 311 degrees F. The transformer efficiency shall not be less than 85%. The transformer voltage regulation shall not exceed 3% from full rated load to 1/4 of rated load.

- 4. Output Monitoring: Separate voltmeter and ammeter shall be provided for monitoring rectifier output. Minimum meter width shall be 3.5 inches round or rectangular with minimum scale length of 2-7/8 inches. Meter movement shall be jewel and pivot D'Arson val type
- 5. Meter accuracy shall be a minimum of plus or minus 2% of full scale at 80 degrees F and shall be temperature compensated to vary no more than 1% per 10 degrees F temperature variation. Scale faces shall be metal or plastic. Ammeter shunt shall be block type mounted on the front panel for easy access. Current and millivolt ratings shall be clearly stamped on the shunt. Shunt accuracy shall be at least plus or minus one percent. Output meters shall have on/off switches.
- 6. Overload Protection: All rectifiers shall have overload protection. Protection from overload on the input shall be accomplished by molded case fully magnetic circuit breakers on the incoming power lines. These circuit breakers shall hold at 100% of load and may trip between 101% and 124% of rated load. They shall trip at 125% of rated load. The trip point shall be unaffected by changes in ambient temperature. Trip handles of individual pole breakers shall be mechanically linked to open all lines when an overload occurs. Units shall be equipped with silicon stacks; overload protection shall be provided by a quick opening fuse in the transformer secondary. The rectifier shall have secondary breakers for AC and DC outputs.
- 7. Surge Protection: Voltage surge protection for units equipped with silicon stacks shall be supplied by AC and DC lightning arresters.
- 8. Testing: Electrical tests shall be performed at the factory and recorded as listed below:
 - a) AC Volts Input
 - b) AC Amperes Input
 - c) Apparent Watts Input
 - d) True Watts Input
 - e) Power Factor
 - f) DC Volts Output
 - g) DC Amperes Output
 - h) DC Watts Output
 - i) Conversion Efficiency
 - j) Dielectric Strength
 - k) Transformer Primary to Ground
 - I) Transformer Secondary to Ground

- m) Transformer Primary to Secondary
- n) Stack AC to Ground
- o) Stack DC to Ground
- p) Ripple Voltage at Full Output
- 9. Results of the tests shall be furnished to the Engineer with the Owner's Manual.
- 10. Rectifier Warranty: The manufacturer shall warrant the rectifier for one year against failures due to defective parts and/or faulty workmanship.
- 11. Rectifier Spare Parts: The rectifier unit shall be equipped with three spare fuses for each of the fuses used in the unit. The spare fuses shall be secured inside the rectifier cabinet and shipped with the unit.

209-10.2.8 Conduit, Fittings, And Accessories.

- 1. All below-grade wire shall be run in schedule 40 PVC conduit. All above-grade conduit shall be rigid galvanized steel.
- 2. Fittings: Fittings for use with rigid steel conduit shall be galvanized cast ferrous metal, with gasket covers. Rigid metallic conduit fittings shall be galvanized conforming to UL 514. Fittings for use with either rigid nonmetallic conduit shall be PVC and shall have solvent weld-type conduit connections.
- 3. Elbows: All buried conduit elbows shall be long radius ell type.

209-10.2.9 Wires.

- General: Conform to applicable requirements of NEMA WC 70. All wires shall be single conductor, unless otherwise specified. All wires shall be single conductor, stranded copper wire with 600-volt HMWPE insulation, unless otherwise specified.
- 2. Joint Bond: Two No. 2 AWG HMWPE.
- 3. Cathode (Pipe) Lead: Two No. 2 AWG HMWPE.
- 4. Positive Jumper Wire: No. 6 AWG THWN with red insulation.
- 5. Negative Jumper Wire: No. 6 THWN with blue insulation.
- 6. Test Station Pipeline Leads: No. 8 AWG HMWPE.
- 7. Galvanic Anode Leads: No. 12 AWG THWN (WHITE).
- 8. Casing Test Leads: No. 10 AWG HMWPE.
- 9. IR Drop Test Leads: No. 8 AWG HMWPE

- 10. Impressed Current Anode Wires:
 - Construction: The wire attached to the anodes shall be AWG stranded, a) single conductor, copper, insulated for 600 V. Wire size shall be No. 8 AWG Halar/HMWPE, Kynar/HMWPE, PVDF/HMWPE, or approved equal. The inner insulation shall be 0.020-inch minimum, radiation crosslinked polyvinylidene fluoride. The outer insulation shall be 0.065-inch minimum HMWPE per ASTM D1248. Connection of wire to the anode shall have a pulling strength, which shall exceed the tensile strength of the wire. Any damage to the wire insulation or anode shall require complete replacement of the wire and anode. Anode wires shall be of one continuous length without splices from the anode connection to the Anode Shunt Panel. Anode wires with the attached anode shall be shipped to the job site with the wire wound on a reel. The minimum core diameter of the reel shall be 7½-inches. The anode wire insulation shall be free of nicks, abrasions and scratches throughout the entire length of the wire. Precaution shall be taken during fabrication, transportation and installation of the anodes to see that the wire is not kinked or sharply bent. Bends sharper than 2½inches in radius are not permissible.
 - b) Resistance Testing: The anode manufacturer shall conduct and report resistance tests performed on each anode wire connection to assure the finished connection does not exceed 0.004 ohms. These resistance tests shall be performed with a Kelvin bridge circuit or approved equal. Anode wire connections that have a resistance value of greater than 0.004 ohms shall not be acceptable. An accurate record of tests shall be submitted to the Engineer. The records shall include the following information, as a minimum:
 - 1. Anode numbering system to identify anode under test
 - 2. Anode wire length
 - 3. Resistance value as indicated by test
 - 4. Test equipment
 - 5. Description of test method
 - c) The anode manufacturer shall mark the reel holding the anode wire for shipment to the job site with the same anode numbering system used on the test records and the total length of attached anode wire.

209-10.2.10 Shunts.

- 1. Impressed Current Anodes: Holloway Type RS, 0.01 ohm, 6 ampere capacity.
- 2. Galvanic Anode Test Stations: The shunt resistance shall be such that a 2-Amp current causes a voltage drop of 20-millivolts (i.e. 0.010-ohms). Shunts shall be flat manganin ribbon style as manufactured by Cott or approved equal.

209-10.2.11 Concrete.

- 1. Reinforcing steel: ASTM A615, Grade 60 deformed bars and welded wire fabric.
- 2. Welded Wire Fabric: ASTM A497.
- 3. Formwork: Plywood, earth cuts may be used.
- 4. Concrete with minimum 3,000 psi compressive strength at 28 days.

209-10.2.12 Ancillary Materials.

- 1. Electrical Tape: Linerless rubber high-voltage splicing tape and vinyl electrical tape suitable for moist and wet environments. Use Scotch 130C and Scotch 88 as manufactured by 3M Products or approved equal.
- 2. Wire Connectors: One-piece, tin-plated crimp-on lug connector as manufactured by Burndy Co., Thomas and Betts or approved equal.
- 3. Insulating Resin: At Contractor's option, bitumastic coating (Koppers 50 or approved equal) may be used if allowed to dry completely before covering.

209-10.2.13 Marking Tape.

- 1. Inert polyethylene, impervious to known alkalis, acids, chemical reagents, and solvents likely to be encountered in soil.
- 2. Thickness: Minimum 4-mils.
- 3. Width: 6-inches.
- 4. Identifying Lettering: Minimum 1-inch high, permanent black lettering imprinted continuously over entire length.
- 5. Color: Red with black lettering as follows: "CAUTION CATHODIC PROTECTION CABLES BURIED BELOW."

209-10.2.14 Exothermic Welds.

- General: Wire sleeves, welders, and weld cartridges according to the weld manufacturer's recommendations for each wire size and pipe or fitting size and material. Welding materials and equipment shall be the product of a single manufacturer. Interchanging materials of different manufacturers will not be accepted.
- 2. Weld Caps: Exothermic welds shall be sealed with a pre-fabricated plastic cap filled with formable mastic compound on a base of elastomeric tape. Use Royston Handy Cap IP or approved equivalent.
- 3. Weld Coating: All bare metal shall be coated. Exothermic welds and weld caps shall be coated with a cold-applied, fast-drying mastic consisting of bituminous resin and solvents per MIL-C-18480B. Use Royston R28, Royston R28 Zero VOC, Royston A51 Plus, Royston A51 Low VOC, Tapecoat TC Mastic or approved equal.

209-10.2.15 GPS Interrupter, Relay, And Heat Sink.

- A separate GPS Interrupter shall be supplied to be installed within the rectifier ornamental enclosure. The interrupter shall be an American Innovations MicroMax GPS 300 or approved equal.
- 2. Relay: The relay for use in the GPS Interruption circuit shall be a solid state, normally open, 40 Amp DC relay. The relay shall be an NTE Electronics, Inc. Model No. RS3-1D40-41M or approved equal.
- 3. Heat Sink: The relay shall be mounted on an aluminum heat sink. Heat sink shall be a Crydom Model HS202 or approved equal.

209-10.2.16 At-Grade Test Stations.

- 1. At-Grade (Flush) Mounted:
- 2. Test Box: Concrete box of dimensions as shown on the Drawings. Use Brooks 3RT or Christy G5 with cast iron lid per South Bay Foundry Part Number B1160 or B6199 respectively. The cast iron lid shall be 11-1/16 inch diameter with the letters "City of San Diego Corrosion Test Station".
- 3. Each CP Test Box shall include a 5 inch x 5 inch cross-laminated phenolic terminal board with a minimum thickness of 1/4-inch. The phenolic material shall be NEMA type CE or LE or phenolic grade XX. The terminal board shall contain individual electrical lugs for each wire entering the test station or junction box.

209-10.2.17 Pipe Flange Isolation Kit.

- 1. For purposes of this specification, the terms "Pipe Flange Isolation Kit", "Insulating Flange", "Insulating Joint", and "Dielectric Flange" are used synonymously.
- 2. The Contractor shall over drill flange holes where insulating kits are to be used per AWWA C207 to accommodate insulating sleeves.
- 3. The Pipe flange isolation kit materials shall be designated by the manufacturer as suitable for service at the operating temperatures and pressures specified on the Plans.
- 4. Flange isolation kits shall consist of a one piece, full-face, insulating gasket, an insulating sleeve for each bolt, insulating washers, and steel washers. For nominal pipe diameters up to and including 36-inches, provide one insulating washer and one steel washer on each side of the flange for each flange bolt. For nominal pipe diameters greater than 36-inches, the insulating washers shall be installed sandwiched between a pair of matching steel washers on each side of the flange for each flange bolt.
- 5. Insulating Gasket: Insulating gasket retainers shall be full face, Type E, NEMA G-10 glass reinforced epoxy retainers with an Ethylene Propylene Diene Monomer (EPDM) rubber rectangular cross section O-ring seal. Minimum total gasket thickness shall not be less than 1/8-inch. The gasket shall have the same outside diameter as the pipe flange. For steel pipe the gasket's inside

diameter shall be equal to the inside diameter of the pipe's steel cylinder. At valve to pipe connections where the inside diameters are not equal, the gasket's inside diameter shall be equal to the smaller of the two inside diameters. Dielectric strength shall be not less than 550-volts per mil, and compressive strength shall be not less than 50,000-psi. The manufacturer's name and date of manufacture shall be marked on both sides of the gasket with minimum two-inch tall block letters using a durable marking ink or paint. The gasket shall be installed within 12 months of its date of manufacture. Do not store insulated flange gaskets at jobsites under direct sunlight or at temperatures exceeding 110 degrees Fahrenheit. Use PSI Linebacker insulating gasket, or approved equal.

- 6. Insulating Sleeves: Provide full length, one piece, NEMA G-10 glass reinforced epoxy insulating flange bolt sleeves. Dielectric strength shall be not less than 400-volts per mil. The length of the insulating sleeves shall provide an air gap between the end of the insulating sleeve and inside surface of the stud bolt nut with a tolerance of 1/32-inch minimum and 1/8-inch maximum. Insulating sleeve length must be adjusted for the actual thickness of the washers and insulating washer thickness.
- 7. Insulating Washers: Insulating washers shall be NEMA G-10 glass reinforced epoxy with a minimum thickness of 1/8-inch. Dielectric strength shall not be less than 550-volts per mil, and compressive strength shall not be less than 50,000-psi. The insulating washer's inside diameter shall be sized to fit over the insulating sleeve's outside diameter.
- 8. Steel Washers: Provide hardened steel washers that conform to ASTM F436 for insulated flanges greater than 36 inches in nominal diameter. Double steel washers (4 steel washers per flange bolt) are required for insulated flanges greater than 36 inches in nominal diameter. The inside and outside diameter of the steel washers shall match those of the insulating washers. The steel washers must be able to freely rotate around the insulating sleeve. Attention must be paid to the fit between the steel washers and the insulating sleeve in order to avoid the washers twisting and cracking the sleeves when the flange bolts are torqued.
- 9. Provide four extra insulating sleeves and eight extra insulating washers for each insulating flange upon successful inspection of the insulating flange by the Engineer.
- 10. The Contractor shall caulk the inside of flange isolation kits with a non-sag, polyurethane elastomeric sealant. The sealant shall be flush with the inside of the pipe lining. Use Sika 2C-NS-EZ or approved equal.

209-10.2.18 Wax Tape Coating For Buried Surfaces And Buried Isolation Flanges.

1. All buried pipe sections of pipe, specials, and fitting surfaces that are not tape wrapped or epoxy coated shall be wrapped with a petrolatum wax tape coating per AWWA C217 with plastic outer wrap. No bare metallic surfaces shall be buried, backfilled, or in contact with the soil.

- 2. Apply a wax tape coating system which conforms to AWWA C217 and consists of three parts: surface primer, wax-tape, and outer covering.
- 3. The primer shall be a blend of petrolatum, plasticizer, and corrosion inhibitors having a paste like consistency. It shall have a pour point of 100-degrees F to 110-degrees F and a flash point of 350-degrees. Use Trenton Wax-Tape Primer or approved equal.
- 4. The wax-tape shall consist of a synthetic-fiber felt, saturated with a blend of high melt microcrystalline wax, solvents, and corrosion inhibitors, forming a tape coating that is easily formable over irregular surfaces and which firms up after application. The tape shall have a saturant pour point between 125degreesF and 130-degrees F and a dielectric strength equal to a minimum of 100-volts per mil. Tape thickness shall be 70-mils to 90-mils in 6-inch wide rolls. Use Trenton No. 1 wax-tape, or approved equal.
- 5. The outer covering shall consist of two layers of a plastic wrapper. The plastic wrapper material shall consist of three 10-mil thick clear polyvinylidene chloride, high cling membranes wound together as a single sheet. Use Trenton Poly-Ply, or approved equal.

209-10.2.19 Standard Potential Magnesium Anodes.

- 1. CAPACITY. Standard potential magnesium anodes shall have a theoretical energy content of 1000 ampere-hours per pound and have a minimum useful output of 500 ampere-hours per pound.
- 2. CHEMICAL COMPOSITION (STANDARD POTENTIAL MAGNESIUM) ASTM B843
 - a) aluminum 5.30 to 6.70 percent
 - b) manganese 0.15 to 0.70 percent
 - c) zinc 2.50 to 3.50 percent
 - d) copper 0.02 percent max
 - e) nickel 0.002 percent max
 - f) iron 0.003 percent max
 - g) silicon 0.10 percent max
 - h) others, total 0.30 percent max
 - i) magnesium remainder
- 3. OPEN CIRCUIT POTENTIAL. The open circuit potential of all anodes, buried in the soil, shall be between 1.45 and 1.55 volts dc versus a copper-copper sulfate reference electrode.
- 4. INGOT SIZE AND WEIGHT. Anodes shall be 17-pound pre-packaged, standard potential ingots with a trapezoidal cross section. Ingot length shall be 25.25 inches long. The total packaged weight shall be 45 lbs.

- 5. ANODE CONSTRUCTION. Anodes shall be cast magnesium with a galvanized steel core rod recessed on one end to provide access to the rod for connection of the lead wire. Silver braze the lead wire to the rod and make the connection mechanically secure. Insulate the connection to a 600 volt rating by filling the recess with epoxy and covering any exposed bare steel core or wire with heat shrinkable tubing. The insulating tubing shall extend over the lead wire insulation by not less than 1/2 inch. The anode lead wire shall be stranded copper and shall be connected directly to the anode steel core as described above. There shall be NO wire splices between the anode steel core and the tag end at the test station.
- 6. ANODE PRE-PACKAGED BACKFILL MATERIAL. The anodes shall be completely encased and centered within a permeable cloth bag in a special low resistivity backfill mix with the following composition:
 - a) Gypsum 75%
 - b) Powdered bentonite 20%
 - c) Anhydrous sodium sulfate 5%
- 7. Backfill grains shall be such that 100 percent is capable of passing through a screen of 100 mesh. Backfill shall be firmly packed around the anode such that the ingot is approximately in the center of the backfill. The resistivity of the backfill shall be no greater than 50 ohm-cm when tested wet in a soil box. Total prepackaged weight shall be approximately 45 pounds.

209-10.3 **Execution.**

209-10.3.1 General.

Work not specifically described herein shall conform to NACE SP0169, NACE SP0572, NACE SP0286, the Standard Specifications for Public Works Construction 2021 (Greenbook) and City Supplement White Book and Standard Drawings.

209-10.3.2 Deepwell Anodes.

- No specific alternate deepwell anode sites are provided however, if bedrock is reached prior to the design depth then alternate well locations may be designated by the Engineer. The following anode bed design changes shall apply depending upon the actual well depth achieved:
 - a) Bedrock depth greater than 142-feet to full design depth of 300-feet: Install all 10 anodes with active anode column length as shown in the detail drawings.
 - b) Bedrock depth greater than 134-feet but less than 142-feet: Install as shown in drawings except with 9 anodes.
 - c) Bedrock depth greater than 126-feet but less than 134-feet: Install as shown in the drawings except with 8 anodes.
 - d) Bedrock depth greater than 118-feet but less than 126-feet: Install as shown in the drawings except with 7 anodes.

- e) Bedrock depth greater than 110-feet but less than 118-feet: Install as shown in the drawings except with 7 anodes.
- f) Bedrock depth greater than 102-feet but less than 110-feet: Install as shown in the drawings except with 6 anodes.
- g) Bedrock depth greater than 96-feet but less than 102-feet: Install as shown in the drawings except with 5 anodes. Install a second anode bed within the City's Easement, but no closer than 25-feet of the first well location with direction from the Engineer. Install the five remaining anodes in the second well and at the same depths. The active anode column lengths must be the same for both anode wells.
- h) If bedrock is encountered at a depth less than 96-feet than an alternate anode well site will be selected by the Engineer.
- 2. The Contractor shall notify the Engineer immediately if rock is encountered. Drilling shall continue to the design well depth until specifically instructed otherwise by the Engineer.
- 3. The Contractor's base price quotation shall be based upon the assumption that the deepwells will be drilled to their full design depth and shall include 2hoursof rock-drilling.
- 4. Inspection and Notification: The drilling, preparation, loading of anodes and calcined coke shall be done in the presence of the Engineer and the Corrosion Engineer. The Contractor shall give the Engineer a 7-day notice before drilling and installation.
- 5. Location and Responsibility: The final location of the anode well shall be determined in the field by the Contractor and shall be approved by the Engineer. The well location can be adjusted to accommodate positioning of the drill rig such that there will be minimum impact on traffic. The Contractor is responsible to locate and avoid all utilities prior to drilling. The Contractor shall retain his responsibility regardless of the approval of the drilling site by the Engineer.
- 6. Drilling: Anode well drilling shall be done in the presence of the Engineer and the Corrosion Engineer and shall be done by means of a rotary drill rig using circulating water base drill mud or by rotary air drilling. It is the Contractor's responsibility to provide the proper drilling method with the knowledge that rock or cobble may be encountered. Holes shall be nominal 10-inches in diameter and shall be drilled essentially straight and plum. Drilling mud shall be circulated from a portable sump or tank provided by the Contractor.
- 7. The Contractor shall dispose of drilling mud and cuttings at a suitable disposal site at no additional cost to the Owner. Drilling fluid may be considered hazardous and must be disposed of in accordance with Local, State, Federal, and US EPA approved methods.
- 8. When the hole has been drilled to specified depth, fresh water shall be circulated from the bottom of the hole to clear the hole of drilling mud and cuttings. The hole shall be flushed until fluid is thinned as much as possible

without danger of cave-in. The degree to which the hole is flushed shall be determined by the Engineer. The hole shall be maintained full to the top with fresh water throughout the entire loading operations.

9. Rock Drilling:

- a) The Contractor shall notify the Engineer immediately if a rock strata is encountered. Drilling shall be stopped until authorized by the Engineer to proceed.
- b) Rock drilling shall be defined as a condition where the rate of drilling drops below 6-feet per hour (1-foot every 10-minutes). It is assumed that the drillers' equipment is suitable for the intended purpose and can achieve a 50 to 90-feet per hour rate in good drilling conditions.
- c) Rock drilling shall commence only upon the approval and direction of the Engineer and shall cease upon direction of the Engineer.

10. Loading:

- a) Preparation of the impressed current system anode hole and loading of anodes and other equipment in the hole shall be done in the presence of the Engineer. A minimum of 7-day notice before anode loading shall be given by the Contractor to the Engineer. Loading of the anode hole shall be begun early enough in the day to ensure completion of all loading, including backfilling, during normal working hours. Loading shall not be started later than 1:00 p.m. unless prior approval has been obtained by the Contractor from the Engineer.
- b) Anode assemblies, with centralizers attached, shall be lowered into the hole supported by the attached lead wires. Anode vent pipes shall be lowered to the depth indicated. The Engineer shall visually inspect the insulation on the anode lead wire for abrasion or other damage to the insulation and wire as the anode is lowered into place. The Engineer will reject all anodes with damaged insulation or wire, and they shall not be installed. Splices and/or any form of wire repair shall not be allowed on the anode lead wire from the point of connection at the anode to the top of the deep well anode bed hole. In the event that an anode must be retrieved after it has been lowered into the hole, the entire length of the anode lead wire shall be inspected by the Engineer for abrasion or other forms of damage to the insulation and wire. Anodes with damaged wires shall be rejected by the Engineer and shall not be reinstalled.
- c) When an anode has been placed at specified depth, it shall be securely fixed in that position by tying the anode lead wire to a rack, sawhorse, etc., placed over or adjacent to the anode hole. That portion of the device to which the anode wire is tied shall be smooth and round and shall have a diameter of not less than 3-inches so as to prevent kinking or sharply bending the wire.

- d) All anodes shall be loaded before calcined coke backfill is loaded. No anodes shall be covered until the Engineer has inspected the placement of the anodes and given permission to backfill.
- e) The vent pipe shall be installed along with the first anode placed in the hole by attaching it to one of the centralizer straps with a stainless-steel clamp. The vent pipe shall not be attached to the anode proper. The Engineer will approve the attachment before the vent pipe is lowered into the hole. Joints shall be made up as the anode assembly, with the vent pipe attached, is lowered into the hole.

11. Calcined Coke:

- a) Calcined coke shall be placed in the hole by pumping. The pumping shall be at a steady rate and shall be slow enough to ensure that the calcined coke does not bridge or block in the hole. The hole shall be kept completely full of water during placement of backfill. The top of the hole shall be kept free of floating coke breeze particles.
- b) Settling of the backfill and coverage of the anodes shall be determined by the Engineer by observing the Contractor's measurement of anode current output through a 12V DC power source circuit. During backfill placement, continuous monitoring of the current output of the lowermost uncovered anode shall be made. Coverage of the anode will be indicated by a rapid increase in current output, normally by at least 50%. As soon as coverage of a lower anode is indicated, the circuit shall be attached to the next higher anode in the hole and so on until coverage of all anodes has been verified. The Contractor shall record the anode current output of each backfilled anode on the same form used for recording the initial current output of the anode. After coverage of the top anode has been verified, sufficient coke shall be placed in the hole to insure backfilling a minimum of 10-feet above the uppermost anode.

12. Well Sealing:

- a) The hole above the coke column shall be No. 4 river run pea gravel (no sharp edges) up to the bottom of the grout seal. At the Contractor's option, the pea gravel intermediate backfill may be substituted with grout from the top of the calcined coke column to the wellhead. Following placement of the pea gravel, the hole shall be sealed per California State Bulletin Number 74.
- b) Well sealing operations above the calcined coke column shall begin no sooner than 30 minutes, nor later than 24 hours, after the anode current measurements, indicating that the uppermost anode had been covered with calcined coke. Once backfilling has begun, it shall continue until the hole is filled with grout. The annular seal shall extend to yault.

13. Wellhead Box: Concrete box shall be set at the top of the anode hole as indicated. From the top of the anode hole, the anode leads shall be run to the rectifier enclosure. The anode vent pipe shall be terminated at the ornamental enclosure as indicated in the detail drawings. Individual anode leads shall terminate in the anode junction box and be permanently marked with cable identifiers to their respective position in the anode hole as indicated. The wellhead vault shall have an approved H-20 traffic rated box.

209-10.3.3 Rectifier Installation.

- 1. Installation: The rectifier, anode shunt panel, and 120-volt convenience outlet with GFCI shall be installed inside the ornamental enclosure and wired as shown in the drawings. The installation shall conform to NEC 70 and be in compliance with all applicable electrical codes and standards. Upon completion of the installation, the Contractor shall leave the rectifier in the off position until activated by the Corrosion Engineer.
- 2. Concrete Pad: The ornamental enclosure shall be mounted on a concrete pad as shown in the detail drawings. The hold-down bolt pattern and locations shall be obtained by the Contractor form the manufacturer. The top of the concrete pad shall be 3-inches minimum above the final grade.
- 3. Meter Pedestal: The meter pedestal shall be mounted adjacent to the transformer. AC wires shall be trenched between ornamental enclosure and the meter pedestal. The AC wiring shall be installed in a conduit. Additionally, AC wiring shall be trenched from the meter pedestal to the SDG&E transformer or handhold. Connections to transformers or handholds shall be made by SDG&E crews. It is the Contractor's responsibility to contact SDG&E for AC wiring connections.
- 4. Ground Rod: Install a ground rod and ground wiring at the rectifier in accordance with NFPA NEC 70.
- 5. Notification: Provide the Engineer with 7 working day notice before the completion of the rectifier, ground bed, and AC power service installation to allow scheduling of the required energizing and testing.

209-10.3.4 Wire Cables and Conductors.

- 1. Rectifier to Pipeline: Wire shall be single-conductor; No. 2 AWG stranded copper with 600-V High Molecular Weight Polyethylene (HMWPE) insulation 7/64-inch thick.
- Installation: Arrange conductors neatly in rectifier and ornamental enclosure.
 Cut to proper length, remove surplus wire, and attach terminal or connect to appropriate junction box or rectifier terminal.
- 3. Below ground Seals: Seal below ground conduit to prevent intrusion of foreign material after wire is in place.

- 4. Buried Wires, Cables and Leads: Buried rectifier, pipeline, test station, or anode leads and conduits shall be at a 36-inch deep, minimum, below finished grade. Wires shall be free of splices. The Contractor shall compact wire trenches and re-pave in accordance with the Greenbook/Whitebook Standards.
- 5. AC Wiring Backfill: AC wire shall be installed and backfilled per SDG&E Service Guide (latest edition).
- 6. Warning Tape: Bury warning tape in the trench 12-inches below grade and above underground conductors and conduits. Align parallel to and within 2inchesof the centerline of the conduit run.

209-10.3.5 Conduits.

- 1. Securing Conduits: Secure conduits entering test station boxes or ornamental enclosures with double locknuts, one on the outside and one on the inside.
- 2. Insulation Fittings: Install insulated bushings and insulated throat connectors on the ends of rigid metallic conduit.
- 3. Watertight Fittings: Use watertight couplings and connections. Install and equip boxes and fittings to prevent water from entering the conduit or box. Seal unused openings.

209-10.3.6 Wire-To-Pipe Connections.

- 1. Exothermic Weld:
 - a) Use exothermic weld method for electrical connection of copper wire to steel surfaces. Observe proper safety precautions, welding procedures, weld charge selection, and surface preparation recommended by the welder manufacturer. Assure that the pipe or fitting wall thickness is of sufficient thickness that the exothermic weld process will not damage the integrity of the pipe or fitting wall or protective lining. One exothermic weld shall be used for one wire only.
 - b) Preparation of Metal: Remove all coating, dirt, grime, and grease from the metal surface by wire brushing and/or use of suitable safe solvents. Clean the surface to a bright, shiny surface free of all pits and flaws. The surface must be completely dry.
 - c) Testing: After the weld connection has cooled, remove slag, visually inspect, and physically test wire connection by striking the weld with a 2-lb hammer while pulling firmly on the wire. All unsound welds shall be completely removed, the surface prepared again, and re-welded. All weld slag shall be removed from the weld before applying coating and weld cap.
- 2. Protective Coating: The Contractor shall furnish all materials, clean surfaces and repair any damage to protective coatings and linings damaged as a result of the welding. A coating shall be applied to all exothermic weld locations. The

coating for dielectrically coated steel shall be as described in Section 209-10.2.14 of the SSP. All surfaces must be clean and dry and free of oil, dirt, loose particles and all other foreign materials before application of the coating. The coating must cure per the manufacturer's recommendations prior to backfill. The mortar rock shield shall be repaired per the manufacturer's recommendations.

209-10.3.7 Magnesium Anodes.

- 1. INSPECTION. All lead wires shall be inspected to ensure that the lead wire is securely connected to the anode core and that no damage has occurred to the lead wire. Lead wire failures shall require replacement of the complete anode and lead wire.
- 2. PRE-PACKAGED ANODE INSPECTION. Each anode shall be inspected to ensure that the backfill material completely surrounds the anode and that the cloth bag containing the anode and backfill material is intact. If the prepackaged anodes are supplied in a waterproof container or covering, that container or covering shall be removed before installation. The CONTRACTOR shall notify the ENGINEER at least seven (7) days in advance of installing the anodes.
- 3. LOCATION. Anodes are to be installed in augured holes as shown in the drawings. Anode positions can be adjusted slightly to avoid interference with existing structures. Alternate anode positions must be approved by the ENGINEER.
- 4. HANDLING. Care shall be taken to ensure that the anode is never lifted, supported, transported, or handled by the lead wire. All anodes shall be lowered into the hole using a sling or a rope.
- 5. ANODE HOLE SIZE AND DEPTH. Anodes shall be placed vertically at the bottom of a 12 feet deep augured hole, 12 inches in diameter (minimum).
- 6. SOAKING REQUIREMENTS, PRE-PACKAGED ANODES. Once the prepackaged anodes are in the hole, water shall be poured into the hole so that the anodes are completely covered with water. Allow the anodes to soak for a minimum of 30 minutes before any soil backfill is added.
- 7. SOIL BACKFILL. After the pre-packaged anodes are soaked, the hole is backfilled with stone-free, native soil. No voids shall exist around the anode bags and the anode lead wire shall not be damaged. The backfill shall be tamped and compacted in 18-inch lifts above the anode taking care not to damage the anode lead wire.

209-10.3.8 At-Grade Test Stations.

- LOCATION. At-grade corrosion monitoring test boxes shall be located behind the curb or sidewalk and NOT in traffic lanes or gutters. All test box locations shall be approved by the ENGINEER.
- 2. TEST BOX BOTTOM. Test boxes shall be set in native soil.

- 3. TEST LEAD ATTACHMENT. Test leads shall be attached to the pipe using the exothermic weld process. An 18-inch length of slack wire shall be coiled at each weld and inside each test box.
- 4. CONCRETE PAD. A 24-inch square by 4-inch thick reinforced concrete pad is required around each at-grade test station. Test boxes and concrete pad shall be flush with the top of the median curb.

209-10.3.9 External Coating.

- 1. All insulating couplings shall be covered with a 3-layer wax tape coating system per AWWA C217 with plastic outer wrap. Additionally, all in-line valves, flanges couplings, and adapters that are not coated with a bonded dielectric coating shall be wax tape coated per AWWA C217 with plastic outer wrap.
- 2. Primer: Surfaces must be cleaned of all dirt, grime, and dust by using a wire brush and clean cloth. The surface shall be dry. Apply the primer by hand or brush. A thin coating of primer shall be applied to all surfaces and worked into all crevices. The primer shall be applied generously around bolts, nuts, and threads, and shall fully cover all exposed areas. The primer should overlap the pipe coating by a minimum of 3-inches.
- 3. Petrolatum Saturated Tape: The wax tape can be applied immediately after the primer. Short lengths of tape shall be cut and carefully molded around each individual bolt, nut, and stud end. For long bolts (such as in couplings), short lengths of tape shall be cut and circumferentially wrapped around each individual bolt. After the bolts are covered, the tape shall be circumferentially wrapped around the flange with sufficient tension to provide continuous adhesion without stretching the tape. The tape shall be formed, by hand, into all voids and spaces. There shall be no voids or gaps under the tape. The tape shall be applied with a 1-inch minimum overlap. Minimum thickness of 70 mils over flat surfaces. Minimum thickness of 140 mils over edges.
- 4. Outer Covering: A plastic outer cover shall be applied over the petrolatum saturated tape. The plastic shall be a minimum of 50-guage (10-mils) and shall have two layers applied.

209-10.3.10 Rebar Ground Cable at Concrete Structures.

Minimum size #2 AWG, bare copper stranded grounding cable. The quantity of cable required should be sufficient to run two ground cables from a flush-to-grade concrete ground box down to two separate exothermic connections made to rebar inside each concrete encasement or major reinforced concrete structure. Locate the rebar ground text boxes adjacent to cathodic protection test boxes.

209-10.3.11 Installation of Flange Isolation Materials.

1. Provide a minimum of five days advance notice to the Engineer before assembling insulated pipe flanges to allow for coordination and observance of its installation. The Engineer shall inspect the condition of the gasket's O-ring immediately before the gasket is installed to ensure it is free of cracks, dry rot, cuts, or other defects.

- 2. Install pipe flange insulating materials at the locations shown on the Plans. Install pipe flange insulating materials in accordance with the manufacturer's recommendations and NACE recommended practice SP0286, "Electrical Isolation of Cathodically Protected Pipelines." Particular attention shall be paid to properly aligning the flanges prior to inserting the insulating sleeves around flange bolts.
- 3. Prevent moisture, soil, or other foreign matter from contacting any portion of the insulated flange prior to or during installation. If moisture, soil, or other foreign matter contacts any portion of the insulated flange, disassemble it, clean with a suitable solvent and dry prior to reassembling. Follow the manufacturer's recommendations regarding the torque pattern of the bolts and the amount of torque to be used when installing the flange insulating kit. Do not use conductive grease on the flange bolts or any other flange components. Note: the following products have been tested for electrical conductivity and approved for use: Huskey 2000 Lubricating Paste & AntiSeizecompound, Triflow aerosol lubricant with Teflon additive, or approved equal.
- 4. All insulating flange kits that will be buried must be tested and approved by the City's Corrosion Engineer before burial. Failure to have written approval by the City before burial may require the contractor to re-excavate the insulating flange assembly for proper testing at the contractor's expense.

209-10.4 Testing and Inspection.

209-10.4.1 General.

The CP system shall be activated and adjusted by the Contractor's Corrosion Engineer. The Contractor is required to contact the City's Corrosion Section (phone number 619527-5439) at least 5 days in advance of all corrosion control/cathodic protection facility installations. The Engineer, City's Corrosion Engineer, or the Owner's Representative shall witness all testing and installations at their discretion. All test data shall be submitted to the City's Corrosion Engineer within seven (7) days of the completion of the testing. All testing shall be conducted under the supervision of a qualified

Corrosion Engineer who is retained by the Contractor. All deficiencies found to be due to faulty materials or workmanship shall be repaired or replaced by the Contractor and at his/her expense.

209-10.4.2 Test Leads and Bond Wires.

- 1. Responsibility: The Contractor shall be responsible for testing and inspecting all test leads, bond wires, and exothermic welds.
- 2. Test Method: All completed wire connections shall be tested by striking the weld with a 2-lb. Hammer while pulling firmly on the wire. Failed welds shall be completely removed, the surface re-prepared, and re-welded. Welds shall

be spot tested by the Engineer. After backfilling, all test leads shall be tested using a standard ohmmeter.

3. Acceptance: The resistance between each pair of test leads shall not exceed 120% of the total wire resistance as determined from published wire data.

209-10.4.3 Anode Lead Wire Inspection.

- 1. Responsibility: The City's Corrosion Engineer will inspect each anode lead wire at the anode site. The Contractor shall assist the City's Corrosion Engineer and is responsible for inspecting/testing the anode lead wire insulation prior to storing and shipping.
- 2. Test Method: Inspection shall be visual and by feel, or by using a Holiday Tester. The Engineer shall inspect and run his or her hand along the full length of each anode lead wire cable just prior to installation in the well.
- 3. Acceptance: All anode lead wires shall be free of cuts, nicks, and abrasions. Cables with damage shall be rejected.

209-10.4.4 Test Lead Trenching and Backfill.

- 1. Responsibility: The Engineer, at his or her discretion, shall inspect wire trenches and backfill material and methods.
- 2. Test Method: The depth, trench bottom padding, and backfill material shall be visually inspected before backfilling.
- 3. Acceptance: Conformance with specifications.

209-10.4.5 Rectifier Testing.

- 1. Responsibility: The rectifier shall be inspected and tested by the Corrosion Engineer and witnessed by the City's Corrosion Engineer. Testing shall be done in the presence of the Engineer.
- 2. Test Method: Rectifier tests shall verify that AC power is available at the rectifier, that all switches and circuit breakers work, and that DC voltage is applied to the anodes. The current output of all anodes shall be measured and recorded with the rectifier taps set at 25%, 50%, and 75% capacity.
- 3. Acceptance: Compliance with this specification and full operation of the rectifier in accordance with the owner's manual description and manufacturer's claims. Anode current outputs shall be in proportion to the anode bed resistance as determined by the anode well logs.

209-10.4.6 Flange Isolation Kit Testing.

 Each buried insulating flange shall be tested for its electrical isolation effectiveness by and acceptable to the City's Corrosion Engineer prior to burial. The insulating flange shall be tested for electrical isolation before the wax tape

- coating is applied. Testing shall be performed and deemed as acceptable as described in the above grade testing procedure.
- 2. Each above grade or insulating flange within a vault shall be tested for its electrical isolation effectiveness. This testing shall be performed by the Contractor's Cathodic Protection Technician and witnessed by the City's Corrosion Engineer. The Contractor shall provide written notice of this testing to the Engineer a minimum of two days in advance. If the insulated pipe flange will be buried, at the Engineer's option, the City of San Diego may repeat this testing during or immediately after the installation of the insulating flange. Replace or repair any insulated pipe flange that is determined to not meet the minimum electrical isolation requirements in this specification. The effectiveness of insulating flanges shall be determined using the following test techniques in the order shown until one of the criteria is achieved or as otherwise directed by the Engineer.
- 3. Electrical Potential Difference Test: Electrically bond the pipe on the vault or unburied side of the insulating flange to an electrical ground with a maximum resistance to remote soil of 5-Ohms. If the pipe on both sides of the insulating flange is mechanically connected to a minimum 50-feet of buried pipe, then the pipe does not need to be bonded to an electrical ground for this test. Measure the CP Potential of the pipe on both sides of the insulating flange using a copper/copper sulfate reference electrode. If the difference in CP Potentials is greater than or equal to 500-millivolts, the insulating flange is providing adequate electrical isolation. This test must be performed with all cathodic protection systems and anodes disconnected from the pipeline. If this criterion is not met, perform the Nilsson 400 Meter Direct Resistance Test to verify the effectiveness of the insulating flange.
- 4. Direct Resistance Test: Measure the electrical resistance across the insulated flange using a 97-Hertz square wave null balancing ohmmeter such as the Model 400 Nilsson Soil Resistance Meter and the four-wire resistance technique. A standard handheld digital multi-test meter's ohmmeter circuit (e.g. Fluke 97 or Beckman HD110) is not suitable for properly making these resistance measurements. Perform this test by connecting the meter's P1 and C1 terminals to one side of the insulating flange, using two wires, and then connecting the meter's P2 and C2 terminals to the other side of the insulating flange, using two additional wires. Use vise grips or temporary exothermic welds to make the wire connections to the flange or pipe. The criterion for a pipe filled with water is a minimum measurement of 5-Ohms. The criterion for a dry or a partially filled pipe is a minimum measurement of 100-Ohms. If none of the applicable criteria are met, perform the Inductive Ammeter Direct Resistance Test to verify the effectiveness of the insulating flange.
- 5. Inductive Ammeter Direct Resistance Test: Connect two separate wires via two separate connections to the pipe on both sides of the insulating flange. Use vise grips or temporary exothermic welds to make the wire connections. Use two pairs of test wires, one for current flow, one for voltage measurement. Using the first set of test wires, apply a minimum 12-volt DC electrical current

- across the insulating flange. Using the second set of test wires, measure the voltage across the insulating flange developed by the DC current flow. Use an inductive ammeter hoop (e.g. Swain hoop) clamped around the pipe immediately adjacent to the insulating flange to measure the change in DC current flow in the pipe, through the insulated flange. Calculate the electrical
- 6. resistance across the insulating flange in Ohms by dividing the change in DC Volts by the change in DC Amps (i.e. Ohm's Law). The criterion for a pipe filled with water is a minimum measurement of 5-Ohms. The criterion for a dry pipe is a minimum measurement of 100-Ohms. If either of the applicable criteria is not met, perform the NACE Insulating Flange Leakage Test, per NACE SP0286, to verify the effectiveness of the insulating flange.
- 7. NACE Insulating Flange Leakage Test: This test procedure shall conform to the "Leakage Test" described in the NACE Standard SP0286, Section 8, "Field Testing and Maintenance", Figure 12. The test current used shall be between 3 and 5 DC Amps. The criterion for a pipe filled with water is a maximum "electrical leakage value" of 10-percent of the test current. The criterion for a dry pipe is a maximum "electrical leakage value" of 5-percent of the test current.
- 8. Individual Flange Bolt Testing: For all insulated flanges to be buried and for all other insulating flanges that do not meet any of the other criteria, measure the electrical resistance of each flange bolt to both sides of the insulated flange using a Nilsson Model 400 Soil Resistance Meter and four-wire resistance technique. The measured resistance value for each flange through-bolt shall be a minimum of 1,000-Ohms, as measured from each bolt to both flanges. This criterion applies to the flange through-bolts and does not apply to valve cap bolts which are threaded on one side. Remove, inspect, and replace all dielectric flange bolt sleeves and washers that do not meet the minimum resistance criterion.
- 9. If an insulated flange with threaded cap bolts passes the resistance tests for all the "through-bolts" yet fails the other previous tests, remove all the threaded cap bolts, inspect and replace all imperfect dielectric flange bolt sleeve and washer materials and retest.
- 10. In order to make an accurate resistance measurement that passes any of these criteria it may be necessary to disable the pipe inside a vault, flow control facility, or pump station on one side of the insulated flange (or temporarily remove any electrically grounded appurtenances) so that the pipe is not grounded on one side of the insulated flange. This temporary change may eliminate an electrical path which interferes with making an accurate resistance measurement.

209-10.4.7 Electrical Continuity Testing of Pipe with Bonded Joints.

1. Conduct electrical continuity testing to demonstrate that all buried pipe joints (except insulated flanges) are either welded joints or have been electrically

bonded across with bond cables. This testing shall be performed by the Contractor's Cathodic Protection Technician and witnessed by the Engineer. The Contractor shall demonstrate to the Engineer's satisfaction that full electrical continuity has been achieved and shall make all required bond cable connections in the event that electrical continuity of the pipeline is not achieved.

- 2. Perform electrical continuity tests between test stations. Circulate a 12-volt electrical direct current (DC) through the pipeline. Use two pairs of test wires, one for current flow, one for voltage measurement. Measure the voltage difference developed by the DC current flow. Calculate the electrical resistance of the pipeline section in Ohms using Ohm's Law.
- 3. The resistance acceptance criterion for each pipeline section tested is less than 120 percent of the calculated resistance value. The resistance value shall be calculated using the steel cross section area of the pipe, its length, and consideration for the joint bond cables at each bonded joint.
- 4. If other electrical continuity test methods are proposed, the Contractor shall prepare a written test procedure specifying the alternate method and equipment that will be used. A standard handheld digital multi-test meter's ohmmeter circuit (e.g. Fluke 87) is not suitable for properly making these electrical resistance measurements. Submit in writing the alternate proposed test method to the City's Corrosion Engineer for approval a minimum of 30 days before the pipe laying begins.

209-10.4.8 CP Test Station Wire Integrity Testing.

- 1. Testing of Completed Welds: Exothermically welded wire-to-pipeline connections shall be inspected by the Engineer prior to backfilling the pipeline. At the Engineer's direction, tests to verify the soundness of the welds shall be conducted by the Contractor. Tests for this purpose shall consist of striking the weld nugget with a 2-pound hammer while steadily pulling on the wire. Note that the wire near the weld shall not be unnecessarily cold worked during installation or testing. Remove and re-weld any welds that break loose or show signs of separating, as determined by the Engineer.
- 2. Wire Identification: The Engineer shall be given two day's advance notice to verify that buried pipe lead wires and anode lead wires are properly identified prior to backfilling the wires.
- 3. CP Test Wire Resistance Tests: After the pipeline is backfilled and the CP test wires are trenched to the CP Test Box or CP Monitoring Station, each pair of CP test wires shall be tested for integrity. The CP Technician shall measure the electrical resistance of one CP test wire to the pipeline and back on the second CP test wire. If more than twice the theoretical resistance of the total wire length installed is measured, the Contractor shall re-excavate the pipeline and replace or re-weld the CP test wires to the pipeline. Use the following copper

wire unit resistance values to calculate the theoretical resistance of each pair of CP test wires.

- a) No. 2 AWG wire 0.162 Ohms / 1000 feet
- b) No. 4 AWG wire 0.258 Ohms / 1000 feet
- c) No. 6 AWG wire 0.411 Ohms / 1000 feet
- d) No. 8 AWG wire 0.653 Ohms / 1000 feet
- e) No. 10 AWG wire 1.038 Ohms / 1000 feet
- f) No. 12 AWG wire 1.650 Ohms / 1000 feet
- g) No. 14 AWG wire 2.624 Ohms / 1000 feet

209-10.4.9 Electrical Isolation Testing Between Pipe and Steel Reinforcement, Tunnels, And Casings.

- 1. Prior to placing concrete, all pipe/wall/slab penetrations must be inspected by the City's Corrosion Engineer. Prior to backfilling tunnels and casing installations, the City's Corrosion Engineer will witness the testing for electrical isolation. Testing shall be performed and deemed acceptable as described herein. A seven-day notice is required before placing concrete or backfilling.
- 2. Conduct visual and electrical testing at all steel pipe penetrations through reinforced concrete structures before and after the concrete is placed. Conduct visual and electrical testing at all steel pipe/casing installations before backfilling. This testing is required to demonstrate that all buried steel pipe is not in contact with any metallic objects embedded in the tunnel, casing, concrete wall, or concrete slab including all of the following:
 - a) rebar
 - b) rebar tie wire
 - c) snap ties
 - d) shebolts
 - e) tie rods
 - f) taper ties
 - g) dowels
- 3. Perform this testing no more than 1 day before each concrete placement and no more than 1 day after each concrete placement. Correct all direct contacts detected between sections of pipe to be buried and concrete reinforcing components by trimming or repositioning the reinforcement components. If pipe to reinforcement contacts are detected after concrete is in place, use chipping hammers and other concrete demolition tools to remove as much concrete as is necessary to eliminate all metallic points of contact with the steel pipe. A representative from the City of San Diego, Water System Operations, Corrosion Section shall be notified a minimum of 7 days before the first pipe vault penetration concrete is placed in order to witness and ensure proper

electrical isolation. The failure for a new buried steel pipeline to pass this electrical isolation test may require concrete and reinforcing steel to be incrementally demolished by the contractor at no cost to the City of San Diego until the new pipeline passes the electrical isolation test. For steel pipeline/casing installations, the Contractor shall correct all direct contacts (shorts) between the steel pipeline and the tunnel or casing at no cost to the City of San Diego.

- 4. Perform all electrical resistance measurements for this test using a 97-Hertz square wave null balancing ohmmeter such as the Nilsson Model 400 Soil Resistance Meter or the MC Miller Model 400A or approved equal and the four-wire resistance technique to compensate for the test wire and connection resistances. A standard handheld digital multi-test meter's ohmmeter circuit (e.g. Fluke 87) is not suitable for properly making these resistance measurements. Perform this test by connecting the meter's P1 and C1 terminals to the pipe, using two different wires and two different connections, and then connecting the meter's P2 and C2 terminals to the rebar, using two additional wires and connections. Use vise grips or temporary exothermic welds to make the wire connections to the pipe and rebar, tunnel, or casing.
- 5. Rebar Ground Cable Connections at Pipe Encasements and Vault Penetrations: Select two exposed pieces of rebar separated by at least 2 feet that are wire tied to a minimum of 6 other perpendicular pieces of rebar for use as electrical ground reference test points. Using temporary connections such as vice grips or other compression clamps measure the electrical resistance between the two different pieces of rebar to ensure that the rebar test points are electrically continuous with the bulk of the rebar in the concrete structure. If either piece of rebar is not securely wire tied to all the other rebar in the encasement or vault, then the electrical resistance measurement will yield erroneous or misleading data. A maximum resistance of 0.10 Ohm between the two rebar test points is required before continuing with the electrical isolation test. Connect two unspliced lengths of minimum size #6 AWG bare copper stranded grounding cable to two different pieces of rebar. Each ground cable connection to the rebar shall be made with a separate exothermic weld or a separate mechanical compression ground clamp.
- 6. Direct Resistance Isolation Test: Testing shall first be performed using the Direct Resistance Test. Attach one pair of the resistance test leads to the pipe and one pair of resistance test leads to the rebar, tunnel, or casing then measure the pipe to rebar, tunnel, or casing resistance. If the resistance is 10 Ohms or more, the pipe is sufficiently electrically isolated from the rebar, tunnel, or casing. If the test reading is less than 10 Ohms, proceed with the Steel Polarization Isolation Test described below.

Steel Polarization Isolation Test:

a) Step 1: Measure the baseline CP potentials of the buried pipeline and of the rebar, tunnel, or casing using a stationary location for a copper

sulfate reference electrode. Place the reference electrode in soil at an offset distance from the pipeline equal to approximately the length or width (whichever is greater) of the concrete structure under construction. If the difference between the readings of the pipe and rebar, tunnel, or casing is 500 millivolts DC or more, that indicates sufficient electrical isolation. This test must be done with all nearby sources of cathodic protection electrical current turned off or disconnected, and with all welding equipment turned off. If the difference is less than 500 millivolts DC, record the baseline CP Potentials and proceed to the next step.

- b) Step 2: Set up a temporary DC power source such as a truck battery, a minimum 300 Watt, 2 to 4 Ohm, power rheostat, a calibrated electrical shunt, and two minimum #6 AWG test cables. Set up the DC power source with the positive cable connected to the rebar, tunnel, or casing and the negative cable connected to the pipe. Initially adjust the rheostat for the largest resistance/smallest current and measure the current flow. Adjust the electrical power to a minimum current of 1 DC Amp, maximum of 10 DC Amps. Allow the DC current to flow for a minimum of 5 minutes then shut off the test current.
- c) Step 3: Re-measure CP Potentials of the pipe and rebar, tunnel, or casing using the same reference electrode in the same location with the test current off. These are called polarized CP potentials.
- d) Step 4: Compare the polarized CP Potentials with the previously measured baseline CP Potentials. If the pipe is electrically isolated from the rebar, tunnel, or casing, the test current will polarize the buried pipeline's steel cathodically (i.e. a more negative CP Potential) and shift the rebar, tunnel, or casing anodically (i.e. a more positive CP Potential). If the difference between the polarized potentials of the pipeline and rebar, tunnel, or casing is less than 300 millivolts DC there are one or more metallic contacts between the buried pipeline and the rebar, tunnel, or casing. If the difference is 300 millivolts DC or greater the steel pipeline is sufficiently electrically isolated from the rebar, tunnel, or casing.
- 7. In no case shall an electrical resistance measurement made with a handheld volt-ohm multimeter be accepted as an accurate isolation test procedure. In the event of a question regarding the electrical isolation of the pipeline, the Engineer shall make the final determination.
- 8. Electrical isolation tests shall be conducted for each pipeline encasement, each pipe to vault penetration, each tunnel installation, and each casing installation, and any other reinforced concrete or steel structure that a pipeline passes through. The electrical isolation tests must be performed by the City's Corrosion Engineer one day before concrete is placed or before backfill (in the case of tunnel and casing installations), and the day after concrete is placed or

- before backfill. The Engineer will witness the electrical isolation test conducted before the concrete is placed.
- 9. After the pipeline passes the rebar isolation test, direct bury the two bare copper ground cables connected to the rebar to a flush-to-grade concrete ground box near the pipe-vault penetration. Provide a cover for the test box marked "GROUND". Provide a minimum of two (2) feet of extra ground cable inside the rebar ground test box. If there is a nearby cathodic protection test box, the rebar ground wires can be run into that box. If the rebar test wires are not long enough to reach the permanent test box, splice additional wire to them using two brass split bolts for each splice. No coating is required for the connections.

209-10.4.10 Pipeline Continuity Through In-Line Appurtenances And Pipe Joints.

- 1. The CONTRACTOR'S CORROSION ENGINEER shall measure the linear resistance of sections of pipe in which in-line valves, non-welded pipe joints, or other flanged mechanical joints have been installed. All testing shall be done by the CORROSION ENGINEER in the presence of the ENGINEER.
- 2. TEST METHOD. Resistance shall be measured by the linear resistance method. A direct current shall be impressed from one end of the test section to the other (test station to test station). A voltage drop is measured for a given current level. The measured resistance (R) is calculated using the equation R=dV/I, where dV is the voltage drop between the test span and I is the corresponding current. The resistance shall be measured at least three (3) times for accuracy.
- 3. ALTERNATIVE METHODS. If other electrical continuity test methods are proposed, the CONTRACTOR shall prepare a written test procedure specifying the alternate method and equipment that will be used. A standard handheld digital multi-test meter's ohmmeter circuit (e.g. Fluke 87) is not suitable for properly making these electrical resistance measurements. Submit in writing the alternate proposed test method to the ENGINEER for approval a minimum of 30 days before the pipe laying begins. The alternative method must be acceptable to the City's Corrosion Engineer with written approval before being conducted by the Contractor.
- 4. ACCEPTANCE. Acceptance is a comparison between the measured resistance (from the field test data) and the theoretical resistance. The theoretical resistance must consider the pipe (length and wall thickness) and the resistance of the bond wires. The measured resistance shall not exceed the theoretical resistance by more than 120% to determine electrical continuity. The CONTRACTOR'S CORROSION ENGINEER shall submit, within seven (7) days of the completion of the testing, and in a report format, to the ENGINEER, all calculations of the theoretical resistance and measured pipe resistance for each section tested.

209-10.4.11 Cathodic Protection Performance.

- 1. Responsibility: The cathodic protection system shall be activated and tested by the Corrosion Engineer in the presence of the City's Corrosion Engineer. Upon completion of the performance testing, the Contractor shall adjust the level of protection in accordance with NACE SP0169 to a structure-to electrolyte potential of –850 mV or more negative as measured with respect to a saturated copper/copper sulfate (CSE) reference electrode. This potential may be either a direct measurement of the polarized potential or a current applied potential. Interpretation of a current-applied measurement requires consideration of the significance of voltage drops in the earth and metallic paths.
- 2. Test Method: Achievement of cathodic protection shall be accomplished by a pipe-to-soil potential survey at each test station of the pipeline. In the event that the full length of the pipeline has not been installed, then the extent of the survey shall be determined by the Engineer. Potential survey data shall include native pipe-to-soil potentials and instant-off pipe-to-soil potentials.
- 3. Acceptance Criterion for Steel Pipe with Dielectric Coating: The operation of the cathodic protection system for steel pipelines with a dielectric coating shall be tested to ensure that all portions of the buried pipeline are provided a full level of corrosion protection. The standard used to evaluate the CP potential measurements shall be as follows 0.85-VOLT CP Instant Off POTENTIAL A negative voltage of at least 0.85-volt as measured between the buried pipeline and a copper sulfate reference electrode contacting the soil immediately over or adjacent to the pipeline in accordance with NACE SP0169. Determination of this voltage is to be made with the cathodic protection current momentarily interrupted. Voltage drops must be considered for valid interpretation of this voltage measurement.

209-10.4.12 Compliance with Specifications.

Deficiencies: Any deficiencies or omission in materials or workmanship shall be rectified by the Contractor and at his expense. Deficiencies shall include, but not limited to: anode failures, rectifier malfunctions, electrical discontinuities, lack of electrical isolation, broken or missing test leads or test boxes, improper or unclean trench backfill, and other deficiencies associated with the workmanship, installation, and non-functioning equipment.

SECTION 212 - WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

212–4.4 Gear Actuators. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

212-4.4 Manual Actuators.

- A. Provide lever or wrench actuators for exposed valves three inches and smaller.
- B. Provide enclosed gear actuators on butterfly, ball, and plug valves four inches and larger. Gear actuators shall be worm and gear type.

- C. Design gear actuators assuming that the differential pressure across the plug or disc is equal to the pressure rating valve.
- D. Gear actuators shall be enclosed, lubricated with oil or grease, and provided with seals on shafts to prevent entry of dirt and water into the actuator. Gear actuators for valves located in vaults and structures shall have as shown on the Plans, either hand wheels or operating nuts or extension stems to valve boxes at grade level. The actuators for valves exposed service shall contain a dial indicating the position of the valve disc or plug. Attach two-inch operating nut to the input shaft with a keyway and Allen screw.
- E. Worm and gear actuators shall be of the totally enclosed design so proportioned as to permit operation of the valve under full differential pressure rating of the valve with a maximum pull of 80 pounds on the hand wheel and a maximum input of 150 feet-pounds on the operating nut. Provide stop limiting devices in the actuators in the open and closed positions. Actuators shall be of the self-locking type to prevent the disc or plug from creeping. Design actuator components between the input and the stop limiting devices to withstand without damage a pull of 200 pounds for hand wheel actuators, and an input torque of 300 foot-pounds for operating nuts when operating against stops. Actuators shall be oriented to operate with valve stem extensions as shown on the plans.
- F. Self- locking worm gear shall be a one-piece design of gear bronze material (ASTM B427), accurately machine cut. Actuators for lubricated plug valves may use high strength steel gearing. The worm shall be hardened alloy steel (ASTM A322, Grade G41500; or ASTM A 148, Grade 105-85), with thread ground and polished. Helix angle of worm and gear shall be designed and cut at 3.5 degrees or less to prevent creep, unless other means to prevent creep areemployed and are approved by the engineer. The actuator shall prevent creeping of the valve under all flow conditions. Support worm gear shaft at each end by ball or tapered roller bearings. Provide reduction gearing to meet maximum torque and pull design requirement. The reduction gearing shall run in a proper lubricant. Worm gear actuators shall be Lumitorque Model HBC, EIM Type WO, or approved equal.
- G. Actuators or levers shall open valves by turning counterclockwise.
- H. Provide open and close limit switches with one normally open and normally closed contact for mainline isolation valves within the flow control facility. Mount switches on the valve such that the corresponding switch transfers when the valve is fully open and closed. Limit switches shall be Square D Class 9007, HA 1 arm, C54B2 switch.

212-4.4.1 Shipment and Storage.

A. Identify the equipment with item and serial numbers. Material shipped separately shall be identified with securely affixed, corrosion-resistant metal tags indicating the item and serial number of the equipment for which it is

- intended. In addition, ship crated equipment with duplicate packing lists, one inside and one on the outside of the shipping container.
- B. Pack and ship one copy of the manufacturer's standard installation instructions with the equipment. Provide the instructions necessary to preserve the integrity of the storage preparation after the equipment arrives at the jobsite and before start-up.
- C. Provide flanged openings with metal closures at least 3/16-inch thick, with elastomer gaskets and at least four full-diameter bolts. Provide closures at the place of pump manufacture prior to shipping. For studded openings, use all the nuts needed for the intended service to secure closures.
- D. Provide threaded openings with steel caps or solid-shank steel plugs. Do not use nonmetallic (such as plastic) plugs or caps. Provide caps or plugs at the place of pump manufacture prior to shipping.
- E. Clearly identify lifting points and lifting lugs on the valves. Identify the recommended lifting arrangement on boxed equipment.

212-4.4.2 Installation.

- A. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
- B. Clean threaded joints by wire brushing or swabbing. Apply Teflon® joint compound or Teflon® tape to pipe threads before installing threaded valves. Joints shall be watertight.
- C. Do not use duct tape and plastic for covering the ends of pipe flanges. Use a solid metal cover with rubber gasket to cover flange openings during installation. These metal covers shall remain in place until the piping is connected to the valves. D. Do not spring flanges of connecting piping into position. Separately work connecting piping systems into position to bring the piping flanges into alignment with the matching valve flanges. Do not move valves to achieve piping alignment. Do not use electrical heating stress relieving to achieve piping alignment.
- E. Line up pipe flange bolt holes with valve nozzle bolt holes within 1/16-inch maximum offset from the center of the bolt hole to permit insertion of bolts without applying any external force to the piping.
- F. Flange face separation shall be within the gasket spacing $\pm 1/16$ inch. Use only one gasket per flanged connection.

212-4.4.3 Valve Field Pressure Testing.

Test valves at the same time that the connecting pipelines are pressure tested. Protect or isolate any parts of valves, operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

SECTION 300 - EARTHWORK

300-4.10 Payment. To the "GREENBOOK", ADD the following:

Payment for unclassified fill relevant to the median installation on Morena Boulevard between Littlefield Street and Ashton Street as identified in construction drawing 39276-D shall be included in the Bid item for "Excavate and Fill (Unclassified) (Ashton to Littlefield)".

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 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.
- 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.
- 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.

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

- 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, shall be paid at the Contract unit price for "Excavate and Export (Scheduled, 12 Inch)" and "Excavate and Export (Unscheduled, 12 Inch)", "Asphalt Concrete Base (Scheduled, 6 Inch)" and "Asphalt Concrete Base (Unscheduled, 6 Inch)", "Class 2 Aggregate Base (Scheduled, 6 Inch)" and "Class 2 Aggregate Base (Unscheduled, 6 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, 12 Inch)" or "Excavate and Export (Unscheduled, 12 Inch)".
- 6. The payment for Excavation shall be paid at the Contract Unit Price for "Excavate and Export (Scheduled, 12 Inch)" or "Excavate and Export (Unscheduled, 12 Inch)" 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:

 Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for "Class 2 Aggregate Base (Scheduled, 6 Inch)" and "Class 2 Aggregate Base (Unscheduled, 6 Inch) per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 - ROADWAY SURFACING

Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

- 1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 ROADWAY SURFACING, and as shown on the Plans.
- 2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
- 3. Existing pavement shall be removed in accordance with SECTION 404 COLD MILLING, and as shown on the Plans.
- 4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.
- **Measurement and Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item "Asphalt Concrete Overlay (3 Inch)", unless separate Bid items have been provided. The following shall be included in the payment for "Asphalt Concrete Overlay (3 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 shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item "Cold Milling (3 Inch)".
 - 3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

- **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.
- **302-5.9 Measurement and Payment.** To the "WHITEBOOK", ADD the following:
 - Payment for asphalt concrete replacement relevant to the median installation on Morena Boulevard between Littlefield Street and Ashton Street as identified in construction drawing 39276-D shall be included in the Bid item for "Asphalt Concrete (Ashton to Littlefield)". Payment shall include related grind and overlay as shown in the Plans.
- **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

- **303-5.9 Measurement and Payment**. To the "WHITEBOOK", ADD the following:
 - 7. The payment for median curb and gutter removal, disposal and replacement and all work associated with this scope shall be included in the Bid Item "Median Curb and Gutter (Type B-2) (Ashton to Littlefield)".
- **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.
- **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", if applicable.

To the "WHITEBOOK", Add the following:

6. Curb ramps may require modifications from the design to account for and accommodate the latest regulations. As directed by the Engineer, Contractor shall construct the modified curb ramp as directed by the Engineer. Payment is made for this item from the allowance for "Modified Curb Ramps per New ADA Requirements (EOC Type I)" and shall be inclusive of all work to construct the new design for the curb ramp subtracted by the Bid Item for the designed curb ramp. Payment under this bid item shall be made from the allowance amount named in the Bid Schedule.

303-6.1.2 Measurement and Payment. To the "WHITEBOOK", ADD the following:

3. Payment for colored stamped concrete raised median on Morena Boulevard between Littlefield Street and Ashton Street as identified in construction drawing 39276-D shall be included in the Bid item for "Colored Stamped Concrete Raised Median (Ashton to Littlefield)". Color shall be State Davis Colors San Diego Buff or approved equal.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for chain link fence on the median on Morena Boulevard between Littlefield Street and Ashton Street as identified in construction drawing 39276-D shall be included in the Bid item for "Chain Link Fence (Ashton to Littlefield)". Fence shall be green vinyl coated chain link fence.

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

306-1.1 High-line Phasing. To the "WHITEBOOK", ADD the following:

- 3. Build the Project in accordance with the water high-lining phasing shown on the Plans and in seven (7) phases for the Morena Pipeline and 1 phase for Morena Improv 3A (Water)
- **306-1.2.1 Payment.** To the "WHITEBOOK", ADD the following:
 - 2. The payment shall include temporary transition striping over non-improved roadway sections to the satisfaction of the Engineer.
- **306-2.8 Advance Preparation before Connecting to Existing Pipelines.** To the "GREENBOOK", ADD the following:

Prior to making any connections to existing pipes for relocation or conflicting utilities, the Contractor shall coordinate with City staff to coordinate connection activities. Contractor to verify that the existing conditions are adequate for the proposed relocation drawings prior to ordering materials or laying any pipe or conduit.

- **306-3.3.4 Payment.** To the "WHITEBOOK", ADD the following:
 - 12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.
- **Minimum and Maximum Pipe Zone Trench Width.** To the "GREENBOOK", ADD the following:

Where pipe trench width or depth shown on the drawing is not wide or deep enough to accommodate welding procedures, Contractor shall widen or deepen trench as needed at the joint to accomplish the work.

- **306-3.7 Imported Backfill.** To the "WHITEBOOK", ADD the following:
 - 4. Payment for Imported Backfill shall be paid per TON utilized, as directed by the Engineer, per the Bid Item "Imported Trench Backfill".

ADD:

- **CLSM As Directed by Engineer.** CLSM shall be used for bedding and backfilling as directed by the Engineer. CLSM shall conform with 201-6 "Controlled Low Strength Material (CLSM)" and the following concrete classes or as designated in the Contract Bis Item or shown on the Plans:
 - a) 190-E-400 in residential and local streets.
 - b) 380-E-800 in major and arterial streets.
- **306-6.6.1 Payment**. The payment for Controlled Low Strength Material (CLSM) for bedding and backfill for pipe and fittings, as directed by the Engineer is included in the Bid item for "Controlled Low Strength Material (CLSM)".
- **306-7.8.2.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.

b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

To the "WHITEBOOK", ADD the following:

7. Pressure Testing shall be limited to a maximum of 2,000 lineal feet.

- **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.
- **306-15.1 General.** To the "WHITEBOOK", item 1, sub-items d, n and p, DELETE in its entirety and SUBSTITUTE with the following:
 - d) the excavations of the trench and disposal of excess excavation;
 - n) Permanent resurfacing. **See 306-1 GENERAL** for permanent pavement restoration requirements and use of steel plates.
 - p) all other work necessary to install the pipe or conduit, complete in-place.

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

2. Unit price shall include all pipe installation up to 16 feet of cover based on the water pipeline elevation. Pipe length includes carrier pipes through manways and vaults. No separate payment shall be made for additional bedding or a higher strength of pipe necessitated by exceeding the standard trench width shown on the drawings.

To the "WHITEBOOK", ADD the following:

3. All Work within Tecolote Creek shall be paid in the contract price for the pipeline.

To the "WHITEBOOK", ADD the following:

- q) Compaction Grouting per Technical Specifications Section 31 45 20 as indicated on drawings.
- **Shoring and Bracing.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - When provided, the Bid item for "Engineered Trench Shoring" shall include full compensation for furnishing, installing, maintaining, and removing complete shoring systems including but not limited to (sheeting, shoring, beams or bracing for any conditions encountered that requires shoring including the

preparation of engineered Shoring Plans in accordance with 5-7.2.2, "Shoring Plan" and shall specifically include:

- a. Preparation of Engineered Shoring Plans and implementation of shoring or other protection measures to ensure the protection of third party utility (SDG&E, AT&T, etc.) facilities in compliance with the third-party utility's requirements.
- b. Preparation of Engineered Shoring Plans and implementation of shoring or other protective measures to ensure the protection of critical City utilities and facilities and/or utility crossings at skewed angles.
- c. No additional payment shall be made.

306-15.6 Hydrants. To the "WHITEBOOK", ADD the following:

- 5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 6. See **306-1 GENERAL** for permanent resurfacing requirements.
- **306-15.7 Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- **306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

- 10. Payment for pipeline appurtenances will be mate at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.
- 11. The Contractor shall have additional fittings readily available (ordered and delivered prior to trenching) to mitigate unforeseen conflicts discovered while trenching. Upon discovering a conflict that can be mitigated with the use of additional fittings that are not originally identified in the Contractor's approved pipe lay sheets, or as shown on the plans, the Contractor shall immediately notify the Resident Engineer and obtain their approval for use. Upon completion of the contract, additional fittings that are not used, shall be delivered to a location as directed by the Owner.

Fittings	Quantity	Unit
36" Steel Pipe (3/8" thick) – interior lined, without mortar coating	40	LF
36" Steel High Deflection Coupling – Female x Female	2	EA
36" Butt Straps	4	EA
36" 45 Degree Bend		EA
36" 22.5 Degree Bend	2	EA

The payment for these additional fittings shall be covered by the bid item, "Additional Pipeline Appurtenances (36-Inch)". Payment shall include but is not limited to labor related to furnishing, delivery (storage and job site) and storage of these materials. The labor cost involved with installation of each fitting that is approved for use, complete in place, shall be not be included in this bid item.

Temporary Resurfacing. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for temporary resurfacing shall be included in the cost of pipe as per section 306-15.1

- **306-16.6 Payment**. To the "WHITEBOOK", ADD the following:
 - The Payment for the construction of the Access Manway per City of San Diego Standard Drawing SDW-103 and all associated items shall be included in Bid Item "Access Manway/Manhole (SDW-103)".
 - 7. 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.

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

The payment for cleaning and video inspection of the existing sanitary and storm sewage pipeline and laterals in potential conflict with the proposed 36-inch diameter water main shall be included in the Bid Item for "CCTV of Existing Sewer Systems with Lateral Capability". This item shall be performed as directed by the Engineer and paid for per Lineal Foot, upon agreement of the work plan per the Contractor and the Engineer.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

- **Payment.** To the "WHITEBOOK", items 1 and 2, DELETE in their entirety and SUBSTITUTE with the following:
 - The payment for the removal and replacement of existing traffic striping, pavement markings, curb markings, and pavement markers shall be included in the lump sum bid item for "Removal and Replacement of Existing Paint Striping".
 - The payment for the new installations of traffic striping, pavement markings, and pavement markers as identified in construction drawing 39276-D shall be included in the lump sum Bid item for "Paint Striping (Ashton to Littlefield)".

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.

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 SUBSTUTUTE with the following:

- 2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".
- **402-2 PROTECTION**. To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to **Appendix M Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

To the "GREENBOOK", paragraph 2, DELETE in its entirety and SUBSTITUTE with the following:

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 402-1, the Contractor shall, unless otherwise specified, furnish and place the necessary protection at its expense, including any third party agency standby costs.

- **402-6 COOPERATION.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Notify SDG&E at least **30 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).
- **402-8 PAYMENT.** To the "WHITEBOOK", Item 3 DELETE in its entirety and substitute with the following:
 - The Contractor shall be compensated for each existing utility pothole, with prior Engineer approval, that is not shown on the Plans but marked out by USA via the bid items, "Potholing Existing Utilities Not Shown on Plans (Depth < 5ft)" and "Potholing Existing Utilities Not Shown on Plans (Depth > 5- ft)". Potholing for existing utilities that are shown on the Plans and marked out by USA shall be included in the Contract Price.

ADD the following:

- 6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work
- 7. Contractor shall perform Ground Penetrating Radar at Intersections and along the pipeline alignment to confirm locations of unknown or known existing utilities as directed by the Engineer and shall be included in the Bid Item "Ground Penetrating Radar as Directed by Engineer". This item shall be performed as directed by the Engineer and paid for per Day, upon agreement of the work plan per the Contractor and the Engineer.

SECTION 404 - COLD MILLING

- **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 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 all areas of work within the scope of Morena Pipeline and the payment shall be included in the bid item "Traffic Control and Engineered Traffic Control Plans".
- 6. The Engineered Traffic Control Plans shall meet the following performance requirements:
 - a. No full closures
 - b. Maintain a minimum of one-way traffic at all times.

601-5 TEMPORARY TRAFFIC DETECTION SYSTEMS. To the "WHITEBOOK", ADD the following:

4. Prior to traffic loops being impacted from any trench work, the contractor shall plan ahead and have in-place the temporary traffic detection systems. The Contractor shall install temporary detection systems for affected approaches, to be video, compatible with the existing system. Systems must be able to interface to a Caltrans 332 cabinet and provide presence detection for a minimum of 12 discrete zones per approach. Temporary detection systems shall be approved by the City prior to installation. The Contractor shall install all necessary cables, mountings, etc. to ensure correct operation of the temporary system. The Contractor shall calibrate and clean equipment (including, but not limited to, lenses) monthly, or as needed, and adjust zones

whenever lane shifting occurs. In the event that insufficient space is available with the signal system conduits for additional cables, cable may be routed overhead in which appropriate clearances to ground shall be maintained. Overhead cabling shall not be used if space exists in the conduit system. Temporary detection systems shall be removed at contractor's expense once permanent detection has been restored.

601-7 PAYMENT. To the "WHITEBOOK", ADD the following:

- 6. The payment for all temporary traffic control work, including any traffic control devise that may be required by the City, shall be made at the Contract lump sum price for "Traffic Control and Engineered Traffic Control Plans".
- 7. No separate or additional payment shall be made for the following operation, maintenance, repair, or replacement of Temporary Traffic Control (TTC) zone devices; all traffic control devices, required signs, notices, and detours; Work Drawings, Traffic Control Plans: labor, and traffic control for grinding, resurfacing, striping, loop installation, and any other material relating to traffic control work.
- 8. Payment for engineered traffic control plans submitted for Caltrans, MTS, and NCTD permits shall be included in the lump sum bid price for "**Traffic Control and Engineered Traffic Control Plans**".
- **PAYMENT.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - The payment for Engineered Traffic Control Plans, traffic control Work, and permits shall be included in the Bid item for "Traffic Control and Engineered Traffic Control Plans". Engineered Traffic Control Plans shall be developed and permitted for Contractor's proposed activities as well as City Forces proposed activities described in Bid Items; "Traffic Control During Construction Survey Stake-out" and "Traffic Control During Operational Valve Checks".

To item 5, Subitem d), DELETE in its entirety and SUBSTITUTE with the following:

d) The Contractor shall be required to provide additional, no more than six (6), PCMS on-site at one time, as directed by the City, and shall be paid via the Bid item for "Portable Changeable Message Signs", for signs in use. All other costs associated with placing, operating, programming, maintaining, repairing, replacing, transporting from location to location, and removing each PCMS shall be included in this bid item. The quantity, as provided in the bid list, accounts for six (6) PCMS multiplied by thirty-five (35) months for a total quantity of two hundred and ten (210) PCMS. The Contractor shall be compensated each month by applying the unit cost to each PCMS used in that month.

PAYMENT. To the "WHITEBOOK", item 3, ADD the following:

a) The Bid Item for "**Traffic Control (Ashton to Littlefield)**" relevant to the work proposed in construction drawing 39276-D shall include the payment for all

traffic control devices, permits, required signs, notices, and detours as shown in the provided Engineered Traffic Control Plans in 39276-D.

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.
- **700-9.1 Pedestrian Barricades**. To the "WHITEBOOK", ADD the following.
 - 4. Payment will be made for each installed barricade system.

SECTION 701 - CONSTRUCTION

- **701-2 PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 802 - NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

- **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.

SECTION 901 - INSTALLATION AND CONNECTION

- **901-1.1.2.3 High-lining Removed by the Contractor.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement

Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

- **901-2.2.1 General.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Contractor shall make all the connections (cut-in or tie-in) to the existing mains as shown on the Plans, specified in these specifications, and in conformance with the latest standards of the State Department of Public Health.
- **Payment.** To the "WHITEBOOK", Item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The payment for the temporary asphalt material and temporary resurfacing Work for the protection of high-lining shall be included in the Bid Item "**High-lining Installation by the Contractor**".

ADD the following:

- 4. The payment for the removal of the temporary asphalt material and temporary resurfacing Work for the protection of the high-lining shall be included in the Bid Item "High-lining Removal by the Contractor".
- **Pavement Restoration.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - 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"

- **Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:
 - g) Pavement Restoration including influence area.
 - 3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for "Pavement Restoration for Final Connection". Asphalt overlay Work shall be paid for under separate Bid items.

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
 - 8. Based on a preliminary assessment by the City, this Contract is subject to SWPPP Risk Level 1 LUP for the Morena Pipeline. and WPCP for Additive Alternates A, B and C.
- **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 P SWPPP Construction BMP Maintenance Log**.

TECHNICALS

MORENA PIPELINE

TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 29 00	Payment Procedures
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 33 22	Web Based Construction Document Management
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data

DIVISION 30 – EARTHWORK METHODS

31 45 20 Compaction Grouting

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 GENERAL

1.1 WORK REQUIRED OF THIS SECTION

Payment for the various items of the Bid Schedule, as further specified A. herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor and services, operations, and incidentals appurtenant to the items of Work being described here and within the plans, specifications, and Contract Documents, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the Contract Price.

1.2 SUBMITTALS

A. Informational Submittals:

- 1. Schedule of Values: Submit on Schedule of Estimated Progress Payments:
 - a. Submit with initially acceptable Schedule of Values.
 - b. Submit adjustments thereto with Application for Payment.
- 2. Application for Payment: Submit on Owner's form.
- 3. Final Application for Payment.

1.3 SCHEDULE OF VALUES

- A. Prepare a separate Schedule of Values for each schedule of the Workunder the Agreement.
- B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

PAYMENT PROCEDURES 01 29 00 - 1

D. Lump Sum Work:

- 1. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
 - a. Include item(s) for monthly progress schedule update.
- E. An unbalanced or front-end loaded schedule will not be acceptable.
- F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.
- G. Submit Schedule of Values on a USB Flash Drive in a spreadsheet format compatible with latest version of MS Excel.

1.4 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.5 ALLOWANCES

- A. Allowances will be administered in accordance with the Contract requirements and as described below under 1.14 Bid Items.
- B. Submit, with application for payment, invoice showing the date of purchase, labor costs, expenses, and the total price for all allowance items.
- C. Allowances shall be paid based on actual work performed up to the amount listed in the Bid Schedule. The Owner shall authorize the use of the cash allowances on an as needed basis.

1.6 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- **B.** Use detailed Application for Payment Form provided by Owner.

- C. Provide separate form for each schedule as applicable.
- D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- E. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.

F. Preparation:

- 1. Round values to nearest dollar.
- 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

1.7 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, weigh material on scales furnished by Contractor and certified accurate by the appropriate state agency responsible for certifying measurement. Obtain weight or load slip from weigher and deliver to Owner's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- E. Haul materials that are specified for measurement by the cubic yard measured in the vehicle in transport vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Load vehicles to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to

PAYMENT PROCEDURES 01 29 00 - 3

- rejection, and no compensation will be allowed for such material.
- **F.** Quantities Based on Profile Elevations: Existing ground profiles shown on Drawings were taken from a topographic map drawn with contour intervals of 1 foot with supplementary spot elevations to nearest half foot.
- G. Quantities will be based on ground profiles shown. Field surveys will not be made to confirm accuracy of elevations shown.
- H. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.
- I. Units of measure shown on Bid Form shall be as follows, unless specified otherwise.

Item	Method of Measurement
AC	Acre—Field Measure by Engineer
CY	Cubic Yard—Field Measure by Engineer within limits specified or shown
CY-VM	Cubic Yard—Measured in Vehicle by Volume

Item	Method of Measurement
EA	Each—Field Count by Engineer
GAL	Gallon—Field Measure by Engineer
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure by Engineer
MFBM	Thousand Foot Board Measure—[Delivery Invoice] [Field Measure by Engineer]
SF	Square Foot
SY	Square Yard
TON	Ton—Weight Measure by Scale (2,000 pounds)

1.8 PAYMENT - GENERAL

A. Payment for all Lump Sum Work shown or specified in Contract Documents is included in the Contract Price. Payment will be based on a

percentage complete basis for each line item of the accepted Schedule of Values.

B. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor and services, operations, and incidentals appurtenant to items of Work being described here and within the plans, specifications, and Contract Documents, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the contract price.

1.9 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected material.
 - 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 - 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 - 4. Material not unloaded from transporting vehicle.
 - 5. Defective Work not accepted by Owner.
 - 6. Material remaining on hand after completion of Work.

1.10 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings and preliminary operation and maintenance data is acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.11 PARTIAL PAYMENT FOR UNDELIVERED, PROJECT-SPECIFIC MANUFACTURED OR FABRICATED EQUIPMENT

A. Notwithstanding above provisions, partial payments for undelivered (notyet

PAYMENT PROCEDURES 01 29 00 - 5 delivered to Site or not stored in the vicinity of Site) products specifically manufactured for this Project, excluding off the shelf or catalog items, will be made for products listed below when all following conditions exist:

- 1. Partial payment request is supported by written acknowledgment from Suppliers that invoice requirements have been met.
- 2. Equipment is adequately insured, maintained, stored, and protected by appropriate security measures.
- 3. Each equipment item is clearly marked and segregated from other items to permit inventory and accountability.
- 4. Authorization has been provided for access to storage Site for Engineer and Owner.
- 5. Equipment meets applicable Specifications of these Contract Documents.
- B. Failure of Contractor to continue compliance with above requirements shall give cause for Owner to withhold payments made for such equipment from future partial payments.

1.12 RETENTION

A. The Owner shall retain a percentage of each progress payment in accordance with Greenbook/ Whitebook Section 7-3.2 Partial and Final Payment. The retained amount is available for the protection and payment of the person(s), mechanics, subcontractors, or materialmen who perform labor upon the Contract or Work thereunder, and the persons who supply such person(s), or subcontractors with components and supplies for carrying on such Work.

1.13 PHASE FUNDING

A. See Attachment B of contract documents.

1.14 BID ITEMS

A. CATHODIC PROTECTION – LUMP SUM

- 1. No measurement shall be made for this item.
- 2. Payment is made for this item for the construction of the cathodic protection system:
 - a. Installation of deep well anode beds, rectifiers, traffic control plans, all permits, and all other appurtenant work necessary for the complete and operational cathodic protection system as shown on the Contract Plans and specified in the Contract

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- Documents and more specifically in Supplementary Special Provisions Section 209-9.
- b. Installation of pipe bonding wires to provide electrical continuity and cathodic protection test stations for pipeline testing including bond wires and 2 and 4 wire test stations, including flanges, and all other appurtenant work necessary for pipe bonding and cathodic protection test stations as shown on the Contract Plans and specified in the Contract Documents and more specifically in Supplementary Special Provisions Section 209-9.
- 3. Payment under this bid item shall be made as a Lump Sum price named in the Bid Schedule.
- B. AC to PVC REPLACEMENT EACH (EA)
 - 1. Measurement shall be made for each location.
 - 2. Payment for this item includes labor, materials, and equipment to replace 8-each asbestos cement (AC) water mains with a minimum 20-foot long segment of polyvinyl chloride (PVC) DR-14 segment that extends 5' beyond the edge of the trench wall and associated couplings at known crossings with the 16-inch distribution waterline & 36-inch transmission waterline alignment. This item shall include all required hydrostatic and bacterial testing to ensure a complete and operational system. This is inclusive of all payment items included in SSP Section 306-15.1. The eight locations are as follows:

No.	Drawing No.	Approx. Station
1	C-01	2+89
2	C-01	3+00
3	C-02	9+86
4	C-04	23+06
5	C-05	32+46
6	C-06	38+81
7	C-25	8+37
8	C-25	8+43

C. TIME-RELATED OVERHEAD – LUMP SUM (LS)

- 1. Payment Quantity: Measurement for this item shall be per Working Day.
- 2. Time-Related Overhead must be excluded from every other Bid Item Price.
- 3. TRO does not include plant establishment or permanent erosion control establishment work.
- 4. Payment for the TRO bid item includes payment for time-related and home-office overhead for the time required to complete the work.
- 5. The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:
 - a. Salaries, benefits, and equipment costs of:
 - A-1. Project managers
 - A-2. Superintendents
 - A-3 Field office managers
 - A-4 Field office staff assigned to the project
 - b. Rent
 - c. Utilities
 - d. Maintenance
 - e. Security
 - f. Supplies
 - g. Office equipment costs for the project's field office
- 6. The home-office overhead includes the fixed general and administrative expenses for operating your business, including:
 - General administration
 - Insurance
 - Personal and subcontract administration
 - Purchasing
 - Accounting
 - Project engineering and estimating
- 7. Payment for TRO bid item does not include payment for:
 - a. Home-office overhead expenses specifically related to:
 - A-1 Your other contracts or other businesses
 - A-2 Equipment coordination
 - A-3 Material Deliveries
 - A-4 Consultant and legal fees

- b. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract.
- c. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements.
- d. Additional overhead involved in performing additional work that is not a controlling activity.
- e. Overhead costs incurred by your subcontractors of any tier or suppliers.

8. Payment Schedule

- For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period.
- b. For progress payments, the City pays a unit price equal to the lesser of the following amounts:
 - Price per working day as bid
 - 20 percent of the total bid divided by the number of original working days

9. Payment Adjustment

- a. If the TRO bid item quantity exceeds 200% of the quantity shown on the Bid Item List, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity.
- b. For the adjustment, you shall submit an audit report within 60 days of the Engineer's request.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. It is expressly understood and agreed that the rate of progress and the time of completion of the work are of the essence for this contract. The work shall be executed with such progress as required to prevent any delay to this contract and to other projects or contractors working at the site. Compliance includes, but is not limited to, meeting contract milestone dates, compliance to scheduling submittals, working within any constraints and completion of all contract work within the allotted time.
- B. The work specified in this section includes the preparation, submittal, and acceptance of a Baseline Schedule, construction progress schedules, schedule updates, recovery schedules, Time Impact Analysis (TIA) and revisions to the construction progress schedule. The construction schedule shall conform to the time provisions specified in the special provisions of the contract documents and the requirements of all other specified work sequence constraints set forth in the contract documents.
- C. The Contractor shall prepare and submit a Baseline Construction Schedule in accordance with the requirements of this section. By preparing and submitting the Baseline Construction Schedule and monthly schedule updates, the Contractor represents that it can and intends to safely execute the contracted work and all portions thereof including all activities of subcontractors, equipment vendors, and suppliers including submittals and re-submittals within the specified times and constraints. The Contractor also represents that the bid price covers all costs associated with the execution of the Work in accordance with the construction schedule and contract documents.
 - D. This specification includes the cost loaded schedule requirements, consistent with the PAYMENT PROCEDURES Section 01 29 00, which shall form the basis for the pay application report and all monthly payment requests. These referenced sections shall be correlated and linked when preparing the monthly progress payment. The Schedule of Values shall be generated from the Oracle Primavera P6 current accepted schedule.
- E. The City will review the schedule, and any updates or revisions, and any other schedule data for conformance to the Contract. Review and acceptance of the Baseline Construction Schedule and associated documents does not relieve the contractor of responsibility for the feasibility of the schedule, performance of any omitted work and completion of the work and milestones within the contract time.

1.2 **DEFINITIONS**

- A. ACTIVITY: A discrete work element of a project that can be identified for planning, scheduling, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- B. PREDECESSOR ACTIVITY: An activity that precedes another activity in the network.
- C. SUCCESSOR ACTIVITY: An activity that follows another activity in the network.
- D. CODE OF ACCOUNTS: A unique lettering or numbering system in which letters or numbers are assigned to each unique component of the work breakdown structure.
- E. HARD LOGIC: Relationships with mandatory dependencies where the nature of the work itself dictates the order in which the activities should be performed. Construction of the walls before starting painting work is an example of mandatory dependency.
- F. SOFT LOGIC: Also known as Discretionary Dependencies or Preferential Logic. Preferential logic that controls the critical path using constraints and lags will not be allowed.
- G. HARD CONSTRAINTS: Override logical relationships and thereby prevent activities from being scheduled according to the logic. Hard Constraints include Mandatory Start, Mandatory Finish, Start On and Finish On.
- H. CRITICAL PATH METHOD (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- I. CRITICAL ACTIVITIES: Activities on the critical path. To avoid project delays, work must start and finish on the planned early start and finish dates.
- J. CRITICAL PATH: The longest connected chain of interdependent activities through the network schedule that establishes the maximum overall project duration or completion. There can only be one critical path for a project duration or a project milestone.
- K. NEAR CRITICAL PATH: The Near Critical Path shall be defined as the "longest path" plus 15 working days total float.

L. FLOAT:

1. The measure of leeway in starting and completing an activity. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

- 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date or contract milestone.
- M. FRAGNET: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- N. WORK AREA: An area of construction, a separate facility, or a similar significant construction element.
- O. CONTRACT MILESTONE: An activity or event that must be completed by a specific date and to which liquidated damages may apply. Contract start and completion dates are considered Contract Milestones.
- P. NETWORK DIAGRAM: A graphic diagram of a network schedule, showing activities and activity relationships.
- Q. SCHEDULE OF VALUES: A realistic statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. The Schedule of Values should be produced from P6 and match the Cost Loading in the Schedule.
- R. COST-LOADING: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total contract amount, unless otherwise approved by the City.
- S. RESOURCE LOADING: The allocation of manpower necessary for the completion of an activity as scheduled.
- T. WORK BREAKDOWN STRUCTURE (WBS): The WBS is a hierarchical structure of the Work to be performed under the contract.
- U. CALENDAR DAY: All days in a calendar year including weekends and holidays. Contract duration is measured in calendar days against contract milestones.
- V. PACING: An intentional slowing of work activities during a delay, or alleged delay, to project completion.
- W. INSTALLED MAJOR EQUIPMENT: All major equipment installed as part of the final constructed facility. See PAYMENT PROCEDURES Section 01 29 00 for definition of Major Equipment.
- X. CONSTRUCTION EQUIPMENT: All equipment utilized by the contractor to construct the facility but is not a part of the final constructed facility.
- Y. BLACKOUT CALENDAR: An activity calendar that applies the non-work option in Primavera P6 Activity Calendars to create non-working days, weeks, and/or months

when work is restricted from occurring. The City requires the use of blackout calendars for restricted activities rather than adjusted logic and durations.

13 SCHEDULER QUALIFICATIONS

- A. The Contractor shall employ or retain the services of a full-time, onsite Senior Project Scheduler who shall have verifiable experience in construction work sequencing, productivity, and scheduling as well as preparing and maintaining detailed construction schedules using the most current version of Oracle Primavera P6 software. Contractor's scheduler shall have experience on projects similar in size and total construction cost. Within seven (7) calendar days after Notice to Proceed, the Contractor shall submit to the City Representative for review and acceptance, in accordance with the SUBMITTAL PROCEDURES Section 01 33 00 and the WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT Section 01 33 22, the Project Scheduler's resume, including personal references from at least two (2) ownerrepresentatives familiar with the Project Scheduler's work on previous water or wastewater treatment projects. The City reserves the right to reject the proposed scheduler based on the lack of qualifications as defined in this section. The Contractor's scheduler shall attend all schedule related meetings, including progress meetings, job walks when necessary to verify schedule progress, schedule review meetings and special meetings pertaining to scheduling of the Work. This person, along with the Contractor's management team, is expected to work closely with the City Representative to deliver acceptable products outlined in this section and comply with the Reports requirements of this section.
- B. If the Senior Construction Scheduler leaves the employment or retainage of the Contractor, the Contractor will be required to notify the City Representative in advance of the intended departure and fulfill the requirements of this subsection within thirty (30) calendar days of the departure of the Contractor's Senior Construction Scheduler. The City reserves the right to disapprove any candidate proposed for the Project. The City reserves the right to remove any member of the Contractor scheduling staff that is, in the City's opinion, not performing scheduling work in accordance with the scheduling requirements.

1.4 SCHEDULING CONFERENCES

A. PRE-CONSTRUCTION SCHEDULING CONFERENCE:

1. Within thirty (30) calendar days after Notice to Proceed, the City Representative shall schedule and conduct a pre-construction scheduling conference to commence development of the required construction schedule. Attendance by the Contractor's Senior Construction Scheduler is mandatory. At the meeting, the requirements of this section will be reviewed with the Contractor; the Contractor shall present their proposed methodology for the Baseline Construction Schedule, sequence of operations, and resource and cost/quantity loading methodology. The Contractor shall submit to the City Representative a written copy of its proposed WBS structure

at this meeting. The City shall review the WBS structure within ten (10) calendar days after submission by the Contractor. The Contractor shall make all modifications to the proposed WBS structure that are requested by the City. The WBS shall be correlated with the Contractor's Schedule of Values and the cost loaded schedule. The Senior Scheduler shall develop other activity codes and values needed to comply with the reporting requirements listed herewith, subject to acceptance by the City. The Contractor shall bring to the Pre-Construction Scheduling Conference the Network Logic Diagram used in bid preparation. This will be used as a basis of discussion for the construction plan.

15 FLOAT

- A. Pursuant to the float sharing requirements of the Contract, use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, hard constraints, Start on or After and Start on or Before constraints, adding and/or removing working or non-working days from an accepted activity calendar, extended activity durations, or imposed dates, shall be cause for rejection of the Baseline Construction Schedule and any revisions or updates. The use of float time disclosed or implied using alternative float suppression techniques shall be shared as directed by the City.
- B. Float time is not for the exclusive use or benefit of either the City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and the contract completion date. Contractor's use of float shall be pre-approved by the City prior to use.
- C. No time extensions will be granted nor delay damages paid unless a City-caused delay occurs which impacts the Project's critical path and the Contractor has complied with all related contract requirements. Other delays will be evaluated by the Contractor for concurrency to issues and be included as part of the Contractor's analysis.
- D. Submittal of an early completion schedule shall not provide a basis for the Contractor to claim an excusable delay for any time earlier than the contract completion date. Any early completion schedule shall be approved by a contract change order.

1.6 LOGIC AND LEVEL OF DETAIL

A. The project schedule shall include activities of sufficient detail to accurately represent and clearly convey the Contractor's feasible plan for the timely completion of the full scope of the work. Activities performed on site shall have maximum durations of 20 days and a value of \$50,000. The Contractor shall be responsible for developing the logic of the Baseline Schedule and for updating the logic each month to accurately reflect the progress of the work to date and the Contractor's current plan for the timely completion of the work. The schedule logic for each activity shall be constructed by determining which activities must be completed before any subsequent activity can start, which activities can occur simultaneously with the predecessor activity, which activities cannot start until another activity is complete, and the impact of all resource limitations

CONSTRUCTION PROGRESS DOCUMENTATION

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on activity sequencing, activity durations, and activity dates. Every activity, except the project start and finish milestones, shall have a minimum of one predecessor and one successor. All paths through the project schedule shall proceed in the direction representing the progression of time; start to finish logic is disallowed. Activity lags shall not have a negative value. The use of lags shall be kept to a minimum and shall be subject to acceptance by the City. Redundant ties to preceding activities in a sequential series of activities will not be permitted.

- B. The activity descriptions shall be specific and discrete such that it cannot be confused with any other activity description. For example, "Form Concrete Wall" is too broad; there must be a description of the unique location of the wall. Similarly, activities that are discrete should not be combined.
- C. Finish to start logical relationships shall be predominantly used for schedule activities. The use of logical relationships with negative lags will not be allowed in the baseline schedule, in proposed revised schedules, or in the monthly updates.
- D. Milestones. Separately identify each Project milestone, conforming to the scheduling requirements as set forth in the Contract Documents, and assign a "finish no later than" constraint date. For Completion Deadlines, the activity description shall reference the appropriate Contract clause.
- E. No unspecified milestone constraints, other constraints, Float suppression techniques, or use of Project activity durations, logic ties, and/or sequences deemed unreasonable by the City, will be used in the Project Schedule.
- F. Any schedule showing an early completion date must show the time between the scheduled completion date(s) and the applicable Completion Deadline(s) as Float.

1.7 SCHEDULE SOFTWARE SETTINGS AND RESTRICTIONS

A. Contractor shall use the most current version of Oracle Primavera P6 software to produce the contract schedules and reports as specified herein. In accordance with the SUBMITTAL PROCEDURES Section (01 33 00), the Contractor shall submit all schedules and associated documentation directly into the City-furnished, web-based, document control system in accordance with the WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT Section (01 33 22). The schedule files shall be submitted in Primavera's Proprietary Exchange (XER) format until such time as Primavera recommends transferring to their Extensible Markup Language (XML) format. Reports shall be in Adobe Portable Document Format (PDF).

B. ACTIVITY CONSTRAINTS:

1. Date/time constraint(s), other than those required by the contract, will not be allowed unless accepted by the City. Identify any constraints proposed and provide an explanation of the purpose of the constraint in the Narrative Report. Any finish

constraints for City required milestones must use a 'Finish on or Before' type designation and have logic ties. Start on or After and Start on or Before constraints are discouraged. All Start on or After and Start on or Before constraints are subject to approval by the City representative. No hard constraints, which include Start on, Finish on, Mandatory Start, and Mandatory Finish, are allowed. The contractor shall not use any manual date entries that override schedule driven dates based on duration and network logic.

C. LAGS:

1. Lags will not be used when the creation of an activity will perform the same function (e.g., concrete cure time), instead an activity representing the gap between the completion of one activity and the start of another will describe the time gap.

D. DEFAULT PROGRESS DATA DISALLOWED:

1. Actual Start and Actual Finish dates on the CPM schedule shall match the dates provided from Contractor Quality Control Production Reports, Contractor daily reports and other contemporaneous project documentation.

E. SOFTWARE SETTINGS:

- 1. Schedule calculations and Out-of-Sequence progress (if applicable) shall be handled through Retained Logic, not Progress Override. All activity durations and float values will be shown in days. Activity progress will be shown using Remaining Duration. Default activity type set to "Task Dependent." User preference settings shall be set to hours with the show unit label box checked and zero decimal places. The "Durations Format" shall be set to days with the show durations label box checked, and zero decimal places.
- 2. The critical path shall be calculated by selecting the Longest Path as opposed to Total Float.
- F. Activities unless otherwise approved will be "physical percent complete" type. Duration percent complete will only be used on City-related activities such as submittal reviews.
- G. Duration Type shall be set to Fixed Duration and Units.
- H. The "Automatically Level resources when scheduling" box shall not be checked. All schedule submittals, and schedule related data of any kind, shall not be resource leveled and shall be the basis for rejection if submitted with resource leveling.
- I. The project critical path shall be displayed using both the 'Critical' and 'Longest Path' filters in P6.

1.8 COST LOADING

- A. The activities contained within the schedules shall be cost loaded, and they shall equal the Contract Total Price with Sub-Totals that match the Schedule of Values within the PAYMENT PROCEDURES Section 01 29 00. Contractor is required to cost load the construction schedule using price per unit. Equipment shall include installed and construction equipment specified as price of equipment that is worth over \$100,000. For example, the labor unit would be \$ per hour; the material unit would be material cost per unit installed. The non-labor resources shall be used exclusively on activities containing equipment. Equipment shall include installed and construction equipment specified as price of equipment. The resource coding and name shall distinguish between installed and construction equipment. An example of price per unit cost loading is shown below:
 - 1. One (1) labor unit = \$1 of labor
 - 2. Material unit of \$1 for 1 unit
 - 3. Equipment unit of \$1 for 1 unit
- B. Procured items, including installed equipment, should be budgeted as part of separate procurement activities such that the installation activity is not statused as started when the procured material is onsite and installation has not begun. Refer to the PAYMENT PROCEDURES Section 01 29 00 for more details. O&M and Training activities shall be their own cost-loaded schedule activities. Project record documentation (as-builts) shall also be a separate cost-loaded schedule activity.
- C. Overhead and profit shall be prorated evenly on all cost loaded activities. Alternatively, overhead may be treated as a Level of Effort activity or activities. The Contractor shall not unbalance the activity cost loading, nor shall the Contractor utilize Resource Leveling as a technique for extending activity durations. The approved Schedule of Values, as generated from the Cost Loading becomes the basis for the Payment Application.
- D. Every construction activity that contains labor shall be cost loaded.
- E. Fabricate and Deliver activities shall be cost loaded to cover the material or equipment costs. The Fabrication activities shall utilize a material or equipment resource.
- F. Commissioning activities shall be cost loaded using a labor resource.
- G. The cost loading and progress payments for long lead procurement items will be discussed at the pre-construction scheduling conference.
- H. Once the Schedule of Values is accepted with the Baseline Construction Schedule, requests for changes to the Baseline Schedule of Values will not be approved unless

approved in writing by the City Representative.

- I. The Contractor shall submit with the Baseline Schedule the detailed budget documents reflecting the costs used as the basis of the cost loading contained therein.
- J. In Oracle Primavera P6, for actual monthly costs to store correctly, the Contractor must setup the financial period to equal the first and last date of the calendar month, regardless of the actual monthly cutoff date. Financial periods cannot bridge 2 months and must equal the full month. Financial dates table will be provided at the Preliminary Schedule meeting.
- K. Work Restrictions in Supplementary Special Provision 6-2.2 indicating activities that cannot be performed during specific periods of time due to operational or other City requirements shall be accommodated in the Baseline and Progress Schedules using blackout calendars. These Blackout Calendars must be developed incorporating the specific durations when work cannot be performed, according to the terms of each work restriction, and applied to the applicable activities. These Blackout Calendars will prevent work from extending into these restricted periods by shifting it until after the completion of the restriction.

19 RESOURCE LOADING

- A. Schedules shall include resource loading, also known as manpower loading, showing at a minimum, the composite crew, the classification (e.g., foreman, journeyman, etc.) of the individual craftsman comprising the crew, materials or equipment associated with each construction and commissioning activity shown on the schedule, plus any other information required by the City. Manpower shall be expressed as manhours.
- B. Manpower resources shall be listed in the Resource Library of the Primavera Software and the Contractor shall assign manpower resource loading by trade for each work activity of the schedule.
- C. The Contractor warrants that it will allocate resources and costs based upon Early Date curves and Late Date curves as well as all area between these two curves. The Contractor also warrants that the cost of performing the work, based upon both curves, is included within its bid price.
- D. The Contractor shall submit with the Baseline Schedule the detailed budget documents reflecting labor hours used as the basis of the resource loading contained therein. The budget documents used to resource load the Baseline Construction Schedule shall be based upon the escrowed bid documents and reconcile thereto.
- E. Work performed by the prime contractor and all subcontractors with a contract value greater than or equal to two (2) percent of the Prime Contract Value shall use the following resources:

- 1. Labor
- 2. Materials
- 3. Installed Major Equipment (refer to Section 1.02 Definitions)
- 4. Construction Equipment (refer to Section 1.02 Definitions)
- 5. Manhours
- F. The Prime Contractor, and each of the subcontractors with a contract value greater than or equal to two (2) percent of the Prime Contract Value, shall create separate Labor, Material and Nonlabor (Equipment) resources for the Prime Contractor and each subcontractor. The resources shall be titled with the name and/or trade of the Prime Contractor and subcontractors and shall match the responsibility activity code assigned to each activity.

1.10 ACTIVITY CALENDARS

- A. All calendars shall be given specific project names and defined clearly in Oracle Primavera P6. For example, "MCN Standard 5-day with Holidays," "MCN 6-day with Holidays," Calendars for different trades if used, should be specified. All calendars and activity coding within the schedule shall be "Global" rather than "Project" level and shall have a unique prefix of the City contract number.
- B. The Contractor shall utilize Blackout Calendars and apply the calendars to activities that may be impacted by the work restrictions stated in Section 6-2.2 of the Supplementary Special Provisions.

PART 2 - PRODUCTS

2.1 180-DAY SCHEDULE

- A. Within thirty (30) calendar days after Notice to Proceed, the Contractor shall submit to the City the Preliminary Construction Schedule for all work in the first One Hundred Eighty (180) calendar days following NTP, as well as a general approach for the remainder of the Work.
- B. Within sixty (60) days after Notice to Proceed, the Contractor shall submit to the Preliminary Construction Schedule cost and resource loaded. The remaining portion of the work may be summary activities assigned to the Contractor's planned baseline WBS structure and shall be cost-loaded to equal the full contract amount.
- C. The City Representative, Contractor and its Senior Project Scheduler shall meet within fourteen calendar days (14) of the submittal of the One Hundred Eighty (180) calendar day Construction Schedule to review and make any necessary adjustments or revisions.

The Contractor shall submit the revised One Hundred Eighty (180) calendar day Construction Schedule within fourteen (14) calendar days after receiving comments. Such re-submittal shall be reviewed by the City Representative within seven calendar days (7) of receiving such re-submittal. The One Hundred Eighty (180) calendar day Construction Schedule, when revised, will represent the Contractor's planned means, methods, and sequences for performance of the Work required in the One Hundred Eighty (180) calendar days following NTP and is to be incorporated as the first One Hundred Eighty (180) days of the Contractor's Baseline Construction Schedule. The One Hundred Eighty (180) day schedule will include, but not be limited to work tasks that will or may be critical to performance within the Contract Time including, but not limited to, the following:

- 1. Planning.
- 2. Mobilization.
- 3. Key shop drawing and sample submittals.
- 4. Fabrication and delivery of key and long-lead procurement elements.
- 5. Contractor and Subcontractor Activities
- 6. Activities for the City, other contractors, utility providers, tenants, or other third parties.
- 7. Specific phasing as required by Contract.
- 8. Summary activities for the remaining duration of the contract.
- D. The 180-day schedule shall be cost loaded as described in the Cost Loading Section of this specification.
- E. The Contractor shall include a Schedule Narrative with the 180-Day Schedule submittal.

2.2 BASELINE CONSTRUCTION SCHEDULE

A. The Baseline Construction Schedule shall be constructed to show sequence and duration of the activities the Contractor proposes to carry out the Work. The schedule shall be resource (manpower) and cost loaded and should indicate any restrictions on the availability of work areas. The Contractor shall utilize the Baseline Construction Schedule in planning, scheduling, coordinating, and performing the work under the Contract (including all activities of Subcontractors, equipment vendors, and Suppliers). The Baseline Construction Schedule is the basis of the Schedule of Values and 4-week look-ahead schedules. The approved 180-Day Schedule shall be incorporated into the Baseline Schedule without any changes or progress. The Baseline Schedule shall demonstrate the feasibility of the Contractor's Civil and Concrete plans. Among other

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elements, this plan shall demonstrate the ability to meet concrete pour, cure and strip requirements including restrictions on adjacent pours, the ability of the crane and concrete pumping equipment to reach all areas of the concrete work, and a logical plan for completing and exiting the work. The plan shall demonstrate all work including Mechanical and Electrical work and Commissioning phases.

- Within one hundred eighty (180) days after Notice to Proceed, the Contractor shall В. submit the Baseline Construction Schedule to the City, including a written narrative to further explain the plan as set forth in its CPM logic network and schedule. The Contractor shall schedule a workshop prior to submittal of the Baseline Construction Schedule to present the schedule plan. Within 5 workings days from Baseline Schedule submittal, the Contractor shall conduct a Baseline Schedule presentation describing the schedule in detail and the Contractor's means & methods for construction. The City Representative shall accept or reject, in writing, the Contractor's Baseline Schedule within thirty (30) Calendar Days after receipt of all required information. If rejected, the Contractor shall make necessary modification to the Baseline Schedule and resubmit to the City within fourteen (14) Calendar Days. The City Representative shall accept or reject, in writing, the revised Baseline Construction Schedule within 14 calendar days of resubmittal. Once accepted, the Baseline Construction Schedule shall be used for monitoring and evaluating Contract performance, including, but not limited to progress, progress payments, changes, and delays.
- C. The Baseline Construction Schedule will be the Performance Measurement Baseline (PMB) for the project. This requires that the PMB will be maintained with any structural schedule changes in the Current schedule. This includes expansion and contraction in WBS and/or activities, detailing out summary cost items, and anything else that makes the PMB non-measurable.
- D. There shall be at least one continuous Critical Path in the Baseline Schedule, using the longest path definition that starts at the earliest occurring schedule activity in the network (i.e., NTP1) and ends at the latest occurring schedule activity in the network. No more than 20 percent of the activities may be critical or near critical. The Near Critical path shall be defined as within 15 working days of the critical path. If 20% of the activities become critical, present a plan to reduce the number of near-Critical Path activities to the client.
- E. The Baseline Construction Schedule shall demonstrate the final level of detail for each activity and shall contain the required relationships completely identified and the durations of each activity correctly depicted. The Baseline Construction Schedule shall be developed as follows:
 - 1. The Baseline Construction Schedule shall contain no contract changes or delays which may have been incurred during the interim schedule development period. These changes will be entered at the first update after the baseline schedule has been

- accepted and a change to the contract time or duration was made via an approved change order.
- 2. The Baseline Construction Schedule submitted for review and acceptance by the City shall contain no status and the data date shall be the contract notice to proceed date.
- 3. The Baseline Construction Schedule shall clearly indicate the longest critical path of activities from notice to proceed to the contract completion date or contract milestone.
- 4. The Baseline Construction Schedule will contain all cost information assigned to each of the specific activities at the final level of detail. Every construction activity that contains labor, construction equipment or permanent equipment shall be cost and resource loaded to permit initial generation of a cash flow curve and resource curve.
- F. The Baseline Schedule shall include summary activities and milestones for startup as defined in Part 1.5 of Section 01 91 14 TESTING, INTEGRATION AND STARTUP. The detailed Startup Schedule will be submitted and updated separately as described in Section 01 91 14 TESTING, INTEGRATION AND STARTUP, with links to the accepted Baseline Schedule summary activities and milestones for startup. 100 working days prior to the start of Pre-Commissioning, the Contractor shall submit detailed Startup Schedule which will link to the accepted Baseline Schedule summary activities and milestones for startup.
- G. The Comments made by the City Representative on the Baseline Construction Schedule, during review, will not relieve the Contractor from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the accepted schedule and the requirements of the Contract Documents, the Contract Documents shall govern. The Baseline Schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Contractor's Notice to Proceed date and concluding with the Contract Completion.
- H. The Baseline Construction Schedule shall reflect the Contractor's true plans for progressing and performing the work. The Contractor shall be responsible for the means, methods, and duration and certifies that the schedule duration and contract period is achievable and Contractor's estimate/bid, and/or budgets, are based upon sequences shown in the schedule.
- I. The Baseline Schedule shall provide the Contractor and the City with a tool to monitor and follow the progress of all phases of the Work. The Baseline Schedule submitted to the City shall comply with all limits imposed by the Scope of Work, with all contractually specified intermediate milestone and completion dates, and with all constraints, restraints or sequences included in the Contract. The Contractor shall obtain subcontractor written concurrence with its Baseline Construction Schedule for all subcontracts with a contract value of 2 percent or greater of the prime contract value.

- J. The Baseline Construction Schedule shall incorporate and include:
 - 1. Appropriate administrative activities and contract specified review periods (including the City and third parties) for all and phases and components of work.
 - 2. Required cost, resource and activity codes.
 - 3. Project milestones dates and overall construction activities and project completion dates.
 - 4. Project budget, schedule of values and the cost basis for progress payments.
 - 5. Commissioning activities.
 - 6. Punch list and final completion activities.
- K. Failure to include in the schedule any element of Work required for performance of Contract shall not excuse Contractor from completing all Work required within applicable time constraints, notwithstanding the City's acceptance of Contractor's Baseline Construction Schedule.
- L. Nothing in these requirements shall be deemed to negate or diminish Contractor's authority and responsibility to plan and schedule Work as required, subject to requirements of Contract Documents.
- M. No construction activity shall be more than 20 working days duration. Exceptions may be approved by the City.

N. SUBMITTAL REVIEW TIME:

1. Include in the schedule the review times indicated in the SUBMITTAL PROCEDURES Section 01 33 00. Coordinate submittal review times in contractor's baseline construction schedule with submittal schedule. The schedule shall include a schedule activity for all submittals required by these specifications. Rejected submissions will require the contractor to add activities that start a second submission and review process.

23 SCHEDULE NAMING REQUIREMENTS

A. To assist the City in consolidating the schedules from all the projects, a standard naming convention has been adopted. The Project name in P6 and the schedule file name should be the same as the following example:

MWL Baseline 01 Dec18 DD123118

Where:

MWL = the code for the project, in this case Morena Water Lines Baseline = the type of schedule submittal, which can also be Update, Recovery or Time Impact Analysis 01 = the submittal number or version Dec18 = the month and year of the schedule submittal DD = the Data Date, in this example Dec 31, 2018

The exported P6 data (XER) file shall use the same name as the Schedule ID

2.4 ACTIVITY CODES

A. The project schedule shall utilize the following activity codes and code values. Unless otherwise specified, a value for each code shall be assigned to each activity. In the event it is unclear which code value assignment should be made for an activity, the City Representative will make the final decision. The Project ID (City Contract Number) shall be the prefix for all Activity Codes. All District-required Activity Codes should be global. Final configuration will be presented at the Pre-Construction scheduling meeting.

Activity Code	Description	
(Project ID) Phase	Phase of Work, Examples include Submit, Review & Approve, Fabrication, Deliver, Mobilization, Construction, Commissioning etc.	
(Project ID) Work Area	Assign Area code to activities based upon the work area in which the activity occurs. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew, from working in more than one work area at a time due to restraints on resources of space. Examples of Area code include different areas within a floor of a building, different floors within a building, and different buildings within a complex of buildings. Activities shall not have more than one Area code. Not all activities are required to be work area coded.	
(Project ID) Responsibility	Assign a Responsibility code to all activities indicating who is responsible for performing the activity. Examples include Electrical, Mechanical, Plumbing, Fire Protection, the City, General Contractor Etc. Responsibility code may be named to the company performing the work.	
(Project ID) System	Assign System code to the group of activities that comprise a system that will be Commissioned during the commissioning phase. Examples of a System are: Chemical Treatment System, Sprinkler System, HRSG System, SCADA System, Switchgear etc.	

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(Project ID) CSI	All procurement and submittal activities shall be assigned a 6 digit CSI code identifying Submittals, Purchase Orders, Fabrication and Delivery activities. The City uses CSI's Master Format 50 numbering system.	
(Project ID)	All cost loaded activities shall be assigned a cost code for the	
Cost ID	purpose of categorizing costs into accounts.	
(Project ID)	The Contractor shall use a City-provided change order code	
Change Orders	structure containing the change order number and a description of the change order.	
CITY Project Code	The Contractor shall add the City's Project code to all activities. For MWL, for example, use the Code Value of "MWL" with a Description of "Morena Water Lines (MWL)"	
(Project ID) 180-Day Schedule	Assign an activity code to all activities to be reviewed and approved as part of the 180-Day Schedule, which includes all activities within the 180-day window	
(Project ID) Major Equipment	Assign an activity code to all activities related to procurement of Major Equipment as defined in the Definitions and Terms found in the PAYMENT PROCEDURES Section (01 29 00)	
CITY Access Requests	Assign an AR Code to all access request activities.	
(Project ID) Milestones	The Contractor shall add a Milestones code to all milestones in the schedule.	
(Project ID)	Code (WS or NWS). Assign Category of Work Code to all	
Weather	Activities based upon Weather Sensitive Installation or Non-	
Sensitivity	Weather Sensitive Installation.	
CITY	Assign a code indicating the schedule update where new	
Update	activities were added (including Baseline).	
Code		

25 ACTIVITY ID

- A. Every Activity ID in the baseline and updated schedules shall be preceded by a 3 or 4 letter prefix code followed by a dash. All suffix coding to the right of the dash is at the discretion of the Contractor. The prefix code for the Morena Water Lines project is 'MWL-'.
- B. If for any reason an Activity ID is deleted or removed from the schedule, it may not be reused for another activity. Similarly, once the baseline construction schedule is accepted, activity descriptions may not be changed without the permission of the City Representative.

2.6 SCHEDULE SUBMITTALS

- A. In accordance with the SUBMITTAL PROCEDURES Section 01 33 00 and the WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT Section 01 33 22, submit all required schedule submittals in the following format:
 - 1. One (1) electronic copy of the Oracle Primavera P6 XER file including all project layouts.
 - 2. One (1) PDF copy of all reports, bar-charts, time-scaled diagrams, histograms, scurves and narrative.

B. VARIANCE REPORT:

- 1. With each updated schedule submission, provide a computer-generated Log Report listing all changes made between the previous schedule and current updated schedule. Identify the name of the previous schedule and name of the current schedule being compared showing all changes to the Schedule. This report will as a minimum show changes for: Added & Deleted Activities, Original Durations, Calendars, Descriptions, Constraints (added, deleted or changed), Added/Deleted Resources, Costs, Added/Deleted Relationships, Changed Relationship Lags, a Critical Path Analysis, Float Analysis, Open Ended Activity Analysis. A narrative shall be included in the variance report stating the reason for the changes listed above.
- C. CPM REPORTS: Concurrent with the CPM schedule, submit in PDF format the reports listed below. The specific format of the required reports will be discussed at the Preconstruction Scheduling Conference.
 - 1. Critical Path Gantt Chart as further described in Section 2.02.A
 - 2. Critical and Near Critical Path Gantt Chart as further described in Section 2.02.A
 - 3. Activity ID Report: List of all activities sorted by activity number.
 - 4. Activity Schedule Bar-chart: Sorted by phase, area, start and finish.
 - 5. Logic Report: List of preceding and succeeding activities for all activities, sorted by phase, area, start and finish.
 - 6. Total Float Report: List of all activities sorted by phase in descending order of total float, then descending finish.
 - 7. Schedule of Values Report generated from the Oracle Primavera P6 schedule grouped by the Cost ID activity code and filtered by "budgeted total cost is not equal to \$0." Sort by Activity ID with the following columns:

- a. Activity ID
- b. Activity Name
- c. Remaining Duration
- d. Start
- e. Finish
- f. Cost Percent Complete
- g. Physical Percent Complete
- h. Previous Physical Percent Complete
- i. Budgeted Total Cost
- j. Actual Total Cost
- k. Actual This Period Total Cost
- 1. Previous Applications Total Cost
- m. Remaining Total Cost
- n. At Completion Total Cost
- 8. PROJECT CASH FLOW S-CURVE: Show the monthly budgeted costs, actual costs and estimate at completion. Include cash curves for early and late start and finish dates.
- 9. MANPOWER HISTOGRAMS: Showing project overall labor hours per month and trade labor hours per month (carpenters, masons, electricians, laborers, foremen, etc.)
- 10. MATERIAL AND EQUIPMENT STATUS REPORT: Showing the status of materials and equipment stored on-site and materials and equipment stored in bonded warehouse(s).

2.7 BASELINE NARRATIVE

A. The Contractor shall provide a written narrative accompanying the electronic version of the Contractor's Baseline Schedule submission. This narrative shall explain the Contractor's approach for meeting all milestones and project completion dates. It shall also include a clear description of the critical path activities from beginning to end and describe anticipated crew sizes, production rate and anticipated problems of major

activities along the critical path.

B. In the written narrative, the contractor shall include the basis and assumptions used to develop the Contractor's Baseline Schedule. The contractor shall include crew sizes, equipment requirements, and anticipated delivery dates; restraints; critical path activities; activities requiring overtime or additional shifts; activities that contain time contingencies for impacts to be expected from normal rainfall; holidays and other non-work days; potential problem areas; permits; coordination required with the City and third party agencies; and long lead delivery items requiring more than 60 calendar days from order to delivery. The narrative shall also include a description of winterization activities necessary for work to continue through normally inclement weather periods.

28 PAYMENTS DURING THE BASELINE SCHEDULE PROCESSING

A. The City will only process the Contractor's payment applications for Mobilization, Bonds and Insurance prior to the acceptance of the Schedule.

2.9 SCHEDULE UPDATE PROCESS AND PAYMENTS

- A. Contractor to monthly update the approved Baseline Schedule to reflect the current status of the Project. The update shall include all information available and status of the Project as of the cut-off date established in the Preliminary Schedule Meeting. All Monthly Progress Schedules shall incorporate all schedule Revisions and changes previously approved by the City.
- B. Each Monthly Progress Schedule shall reflect all as-built activities performed as of the effective data date of the update schedule. The Monthly Progress Schedule shall include the period from the last update to the effective data date and for the remainder of the Project. The current period's activities shall be reported as they actually took place. In the updated schedule, Contractor shall indicate the actual dates that activities were started, completed, or split. Ongoing activities shall have an indication of the percent complete based on the amount of actual work performed, and the estimated remaining duration to complete such activities.
- C. Contractor shall certify that the progress shown on the schedule update accurately represents Work completed through the cutoff date of the Submittal.
- D. If Work was performed out of sequence, implement changes to the schedule so that it correctly reflects the actual sequence of work. In the case of repairing logic for Work performed out of sequence, the City may consider the use of negative lags. Any such schedule corrections for out of sequence work shall be considered a Revision, and Contractor shall obtain written approval from the City prior to implementing those revisions to the Monthly Progress Schedule or any other type of schedule.
- E. The physical percentage completion status (and remaining duration) of activities shall CONSTRUCTION PROGRESS DOCUMENTATION 01 32 00 19

be statused in the schedule Updates and the Monthly Progress Schedule independently from the status of the dollar amount assigned to the activity for cost (price) and progress payment purposes. For example, the status of an activity can be 50% complete (based on time of performance) and may have a remaining duration of 5 days of the original 10-day duration, but the cost assigned to that activity may have a different completion status, and the earned dollars could be more or less than 50% of the at-completion dollars assigned to that activity. Contractor shall set up the scheduling software to calculate the physical completion status of each activity related to time separately from the statusing of the value of dollars earned for progress payment purposes.

- F. The earned-to-date dollar amount must reflect the value of the work completed (which may not be directly proportional to the activity remaining duration or physical completion status), and consideration must be given to: 1) materials stored at the site or off site, but not incorporated into the work when payment prerequisites are met by Contractor, 2) reductions for non-compliant work, 3) reductions for failure to provide material testing or required certifications, 4) reductions for other reasons described by the Contract Documents, 5) when the value of the work remaining is naturally disproportionate to the performance time remaining. When the physical percentage complete of an activity is disproportionate to the earned-to-date dollar amount, the reasons for the variance shall be described in a Log field as part of the Monthly Progress Schedule data, and those Log field notations shall be displayed as a column in the APPLICATION FOR PAYMENT DETAIL.
- G. In addition to what is required for a schedule Update of work progress, the submission shall include a separate tabular report of all schedule activities that are cost loaded, and shall include the at-completion Total Cost, the proposed earned-this-period Cost amount, and the proposed earned-to-date Cost. The format and group subtotaling of the cost and payment accounting tabular report shall be submitted for review and acceptance by the City prior to the first Monthly Progress Schedule submission, and the City can request and Contractor shall implement revisions to the formatting and data displayed in the tabular report at any time thereafter to better serve the City's cost accounting system. The tabular report shall serve as the line item detail of the earned-to-date dollars assigned to each activity through the schedule's data date, will be referred to as the APPLICATION FOR PAYMENT DETAIL document, and once approved by the City, will be an attachment to the Contractor SUMMARY OF TASKS submitted by Contractor as part of the monthly INVOICE AND INVOICE CERTIFICATE package.
- H. Two days prior to the Monthly Progress Schedule data date, submit draft Monthly Progress Schedule for review by the City. Review will be done during a meeting to go over the claimed amounts. During the meeting the City Representative will respond to Contractor's estimated earned-to-date dollar amounts, and any variances between Contractor's proposed earned-to-date dollars and the City's estimate will be discussed and resolved. A marked up copy of the tabular report of the resolution of any variances will be copied for each party. Those changes to the draft Monthly Progress Schedule earned-to-date dollars will be made to the schedule before the Monthly Progress

Schedule is formally submitted. If follow-up is required to further a discussion or to present proof in order to resolve the earned-to-date dollar amount for an activity, it shall occur within two working days after the Meeting, and a resolution shall be reached before formal submission of the Monthly Progress Schedule. If there is a disagreement between City's and Contractor's estimated earned-to-date dollar amounts, Contractor shall use the City's earned-to-date figure.

- I. If at any time, Contractor or the City discovers an at-completion dollar amount (budget) assigned to an activity that is unreasonable or incorrect, either party can request that an adjustment be made. Such proposed adjustment shall be presented at the next Weekly Progress Meeting and discussed and treated like any other proposed schedule revision. Adjustments to the at-completion dollar amount for any activity will naturally require an equal adjustment to another activity such that the total Contract value does not change. Any proposed Revision to the at-completion dollar amount for any activity must be accepted by the City in writing prior to the change being made to the Monthly Progress Schedule. Contractor will maintain and make available to the City a record of all approved revisions to at-completion dollar amounts that displays each approved revision, and the adjustments to all activities affected by a revision.
- J. Contractor's monthly payment applications shall not be accepted and processed for payment by the City Representative without Baseline Schedule progress updates submitted in the time and manner required by this specification which accurately reflect the allowable costs due under the Contract Documents and are accepted by the City. Should the Baseline Schedule progress updates not be accepted due to the Contractor's failure to address all City provided comments, payment withholds and deducts will be applied as specified in paragraph 3.04 of this section.
- K. Please see the PAYMENT PROCEDURES Section 01 29 00 for the Schedule of Values approval process and coordination with invoice payment.
- L. The Schedule Update Submittal shall include:
 - 1. A detailed Gantt chart showing all activities organized by Work Breakdown Structure. The activity columns shall include Activity ID, Activity Name, Original Duration, Remaining Duration, Duration Percent Complete, Physical Percent Complete, Start, Finish, and Total Float. The critical path shall be clearly shown.
 - 2. A Critical Path Gantt chart showing Longest Path grouped by WBS to level 1 only. The activity columns shall include Activity ID, Activity Name, Remaining Duration, Start, Finish, and Total Float. The critical path and relationship lines (logic) shall be clearly shown and based upon the critical and longest path.
 - 3. A Critical and Near Critical Path Gantt using the "calculate multiple float paths" option in P6 with the "display multiple float paths ending with activity" set to each of the contract milestones. Set the number of float paths to thirty (30). Group the

report by "Float Path" and filter for float value 15 days from the float value showing on each contract milestone. The activity columns on the tabular data portion of the schedule shall include Activity ID, Activity Name, Remaining Duration, Start, Finish, and Total Float. The critical path and relationship lines (logic) shall be clearly shown.

- 4. A Schedule Variance Report shall be submitted comparing the current schedule submittal with the previously accepted schedule. Display the baseline project bars and milestones in the Gantt Chart. Include the following categories:
 - a. Activity ID
 - b. Activity Name
 - c. Original Duration
 - d. BL Project Duration
 - e. Variance BL Project Duration
 - f. Start
 - g. Finish
 - h. BL Project Start
 - BL Project Finish
 - i. Variance BL Project Finish Date
- 5. Schedule of Values Report generated from the Oracle Primavera P6 schedule grouped by the Cost ID activity code and filtered by "budgeted total cost is not equal to \$0." Sort by Activity ID with the following columns:
 - a. Activity ID
 - b. Activity Name
 - c. Remaining Duration
 - d. Start
 - e. Finish
 - f. Cost Percent Complete
 - g. Physical Percent Complete

- h. Previous Physical Percent Complete
- i. Budgeted Total Cost
- i. Actual Total Cost
- k. Actual This Period Total Cost
- 1. Previous Applications Total Cost
- m. Remaining Total Cost
- n. At Completion Total Cost
- 6. A Cashflow curve plotting actual invoicing against Baseline forecast cashflow and the update forecast to project completion. The cashflow shall include Show the monthly budgeted costs, actual costs and estimate at completion. Include cash curves for early and late start and finish dates.
- 7. A manpower histogram plotting actual labor hours against Baseline forecast labor hours over the entire project.
- 8. Material and Equipment Histograms: Showing the status of materials and equipment stored on-site and materials and equipment stored in bonded warehouse(s).
- 9. Construction Equipment Histograms: Show project overall equipment count per month by major equipment category count per month (cranes, excavators, etc.).
- M. All changes to Schedule Updates must be accepted by the City Representative. If the Contractor desires to make a change to the current accepted Progress Update Schedule, the Contractor shall request permission from the City in writing, stating the reasons for the change as well as the specifics, such as revisions to activities, logic, durations, calendars, etc. Pending changes will be discussed at the Monthly Schedule Review (two days prior to last Friday) where the City may authorize their inclusion in the schedule without any determination of merit or responsibility.
- N. Out of sequence logic must be corrected before the Progress Update Schedule is submitted.
- O. Pending Changes shall have a City assigned Potential Change (PC) number. The Contractor shall incorporate PC activities into the schedule as Level of Effort (LOE) activities, with a zero-dollar value cost, in the update period in which the Contractor knew, or should have known of the change. The LOE shall be linked to the impacted base contract schedule activities. The change activity shall not be cost loaded until an agreement is reached between the Contractor and City as to cost. Should the PC impact

the critical path, the Contractor shall submit a Time Impact Analysis (TIA) per the TIA provisions of these specifications. Upon acceptance of a TIA by the City Representative, the Contractor shall incorporate the detailed TIA schedule activities into the next Schedule Update retaining the original LOE activity. All Potential Change Activities shall be assigned a WBS and coding structure to distinguish said activities from base contract schedule activities. Upon PCs being incorporated into a Contract Change Order (CCO), the Contractor shall assign a WBS and Activity Code for each CCO, with its subset of PC numbers, with the sum cost loading of said PC activities equal to the value of the CCO. The sum of the base contract activities shall total the original contract value. The sum of the change activities shall total CCOs issued to date, plus remaining PCs pending CCO. In the case of deductive change, the base contract activity shall be broken into two activities with the same logic ties consisting of the original activity with the remaining base contract amount and second activity with the amount to be deducted, the sum of the two totaling the originally scheduled value. Add an offsetting deduct (negative cost) as a PC change activity. The deduct amount activity on the base contract section shall have the successor logic removed, with a "deduct" note in parenthesis added to the end of the activity description. The deduct activity shall remain open until the actual deduct activity in the change section is statused as complete upon the CCO being issued. Upon the CCO being issued, both activities shall be statused with the CCO issue date.

- P. Failure to include in the schedule any element of Work required for performance of Contract shall not excuse Contractor from completing all Work required within applicable time constraints, notwithstanding the City's acceptance of Contractor's Construction Schedule.
- Q. Contractor shall address City review comments and resubmit within 7 Calendar Days from receipt of review comments. Should the Contractor fail to timely incorporate the City schedule review comments prior to the due date for the next month's update, the Contractor shall proceed with the update and the outstanding schedule review comments from the prior month will be included in the current schedule update's review comments. The Contractor is responsible for including the City schedule review comments into all affected schedules.
- R. Schedule updates forecasting contract milestones 30 or more days late are subject to rejection.

2.10 NARRATIVE PROGRESS REPORTS

- A. A Cost Activity Report shall be prepared and submitted with each progress payment. The cost information shall be updated by activity and summarized for each month. The sum of all monthly costs shall be equal to the contract amount plus approved change orders.
- B. The Narrative Report shall be submitted with the monthly progress update and include:
 - 1. The Contractor's transmittal letter.

- 2. Schedule report indicating each activity on the CPM Schedule that has been:
 - a. Completed during this reporting period.
 - b. In progress during this reporting period.
- 3. Scheduled for the next reporting period.
- 4. Analysis, by critical path. (Note: critical path is longest path as described above.)
 - a. A listing of the current critical path.
 - b. Progress made on critical path activities in current CPM schedule
 - c. Explanations for any lack of Work on critical path activities planned to be performed during the last month.
 - d. Impact on other activities, milestones, and completion dates.
- 5. Current and anticipated delays:
 - a. Cause of the delay.
 - b. Corrective action and schedule adjustments taken or to be taken to correct the delay.
 - c. Impact of the delay on other activities, milestones, and completion dates.
 - d. Recommendations for recovery of the delays.
- 6. Any change in construction sequence, logic changes, relationship changes, or duration changes and the rationale associated with each change for City review and acceptance.
- 7. Any corrective actions taken by the Contractor to address delays or potential delays
- 8. Value of materials and equipment properly stored at the site but not yet incorporated in the Work.
- 9. Identify interface items of work with another contract or with existing facilities or where third-party action or coordination is required.
- 10. Pending issues and status of other items such as:
 - a. Permits.
 - b. Contract modifications.

- c. Time extension requests.
- d. Long-lead procurement items.
- 11. Contract complete date status.
- 12. Ahead of schedule and number of days.
- 13. Behind schedule and number of days.
- 14. Summary of project status including cumulative information to date, variance, and forecast at completion.
- 15. Other project or scheduling concerns.

2.11 WEEKLY 4-WEEK LOOK-AHEAD SCHEDULE

- A. The weekly bar chart "Four Week Look-Ahead Schedule" submittal shall comply with the following requirements:
 - 1. Be produced using the latest version of Oracle Primavera P6 software and generated from the latest Monthly Schedule Update.
 - 2. Updated weekly with a Monday Data Date.
 - 3. The filter for the bar chart will be all activities that have started but not finished, plus all activities with a start or finish within minus 1 week and plus 4 weeks. Total float and the critical path shall clearly be shown.
 - 4. Submit as a printed bar chart on 11-inch by 17-inch paper 24 hours prior to the weekly project meeting.
 - 5. Identify any shutdowns/cutovers that may potentially impact stakeholders.
 - 6. Be prepared to discuss the status of activities on the Four Week Look Ahead Schedule, including any key issues or delays at the weekly project meetings. The Contractor's Superintendent in charge of the work areas in the schedule shall review and sign off on the Four Week Look Ahead Schedule. The Superintendent shall be prepared to review the activities in the Four Week Look Ahead Schedule and discuss any foreseeable issues.
 - 7. The Contractor may provide supplemental detail to elaborate on any schedule activity and must clearly represent this supplement detail as supplemental task information separate from the Oracle Primavera P6 generated schedule. The Contractor shall not in any way change the Activity ID and description in the schedule. For each activity on the Four Week Rolling Schedule, the Contractor shall

list the corresponding schedule activity identification number from the current Monthly Progress Schedule Update.

2.12 RECOVERY SCHEDULE

A. When a periodic update indicates the project completion, or any intermediate contract milestone, is 1 to 15 days behind the current accepted schedule, the City reserves the right to request a recovery schedule. If the work falls more than 15 days behind the current accepted schedule, the Contractor is required to submit a Recovery Schedule taking steps necessary to improve progress at no additional cost to the City.

Recovery schedules may be submitted independently or included in the next Monthly Progress Update. Indicate changes to working hours per shift, labor per shift, shifts per working day, working days per week, or amount of construction equipment, or any combination of foregoing, sufficiently to achieve the contractual milestones in accordance with the current Contract requirements. If the Contractor chooses to include the recovery schedule with the next Monthly Progress Update, the City Representative may reject the Monthly Progress Update or require revisions to be made to the recovery schedule before the Monthly Progress Schedule is accepted. Recovery Schedules shall be prepared by the Contractor regardless of the underlying cause for the delay and responsibility for the time.

B. The Recovery Schedule shall have the same data date as the submitted Monthly Progress Schedule, and the data prior to the data date shall be the same in both.

Concurrent with the submittal of the Monthly Progress Schedule for review by the City, Contractor shall submit the proposed Recovery Schedule. The Submittal shall also include a written, narrative format document detailing proposed changes to the Project Schedule and including reasons for the changes. This narrative document shall include at a minimum, the following:

- 1. Detailed description of the changes in the means and methods that Contractor intends to implement to recover from schedule delay; such as additional design staff, additional construction crews, additional equipment, extended working hours, additional shifts per day, or other means;
- 2. Detailed description of proposed changes in work activity sequences that will permit previously scheduled sequential work to be performed concurrently, or other scheduling changes, which will result in recovery of the schedule delay;
- 3. Identification of changes to specific activity original durations;
- 4. Identification of changes to activity relationships and/or schedule logic;
- 5. Identification of activities that have been added, deleted, or modified; and/or
- 6. Identification of changes to the Project Schedule's Critical Path.

2.13 TIME IMPACT ANALYSIS (TIA)

- A. When the Contractor asserts it has been or will be delayed, and as a result is requesting a time extension, the Contractor shall notify the City Representative of a potential delay and prepare and submit a TIA within fourteen (14) calendar days after the impact is known or should have been known.
- B. The TIA shall be submitted separately and based upon the current accepted schedule with a data date closest to and prior to the date when the Contractor knew, or should have known, of the impact. The current accepted schedule can be the Baseline Schedule, or Monthly Schedule Update.
- C. If the Contractor is submitting time related costs of any kind and/or is requesting time due to a schedule delay, the submittal of a TIA is required.
- D. The Contractor shall submit to the City a written TIA illustrating the influence of each change or delay on any specified intermediate milestone date and the current projected completion date. Each TIA shall include a CPM schedule network (fragnet) indicating all necessary added activities, logic, duration and demonstrating how the Contractor proposes to incorporate the change or delay into the Schedule and any additional supporting evidence that the City deems necessary.
- E. The TIA submittal shall include a PDF fragnet comparing the current accepted schedule against the Contractor's claimed delay, showing the impact on the critical path. The fragnet must show all impacts leading up and including the contract milestones.
- F. The TIA shall include a narrative addressing entitlement including a description of the scope of the change as well as addressing compliance with all contract requirements for requesting a time extension. The schedule narrative at a minimum shall address the chronology of events (impact activities), compliance with notice requirements, schedule update used as the basis of analysis (or baseline schedule if applicable), critical path, identification of CPM schedule activities impacted, logic ties between impact activities and CPM schedule activities, fragnet, concurrency, and compensability if applicable.
- G. The Contractor shall submit one (1) electronic copy of the Oracle Primavera P6 schedule files in XER format, PDF copies of the fragments, and the narrative. Each TIA should be identified with a discrete ID number and description.
- H. Should the Contractor fail to request time and submit a contract compliant TIA per these specifications, the Contractor will have irrevocably waived its contract right to a time extension and time-related costs and will be responsible for all costs associated with mitigating said delay to complete the work within the contract time.
- I. It is expressly agreed and understood that the Contractor shall not be entitled to any time or compensation for potential delays, or delays, which:

- 1. Can be avoided by re-sequencing work activities;
- 2. Applying additional resources;
- 3. Do not delay the project completion date or a project milestone; or
- 4. Result from any method used to sequester float.
- J. Pacing is defined as an intentional slowing of work activities during a delay, or alleged delay, to project completion. Absent contemporaneous notice of intent to pace, including the contractor's rational to pace and the City's concurrence, pacing of work activities will be construed as a concurrent delay for the purposes of assessing time extensions and delay costs."
- K. The Contractor shall incorporate City review comments and resubmit the TIA within 7 calendar days of receiving them.
- L. Upon acceptance of the TIA by the City Representative, the Contractor shall incorporate the TIA fragnet into the next monthly progress schedule update.

PART 3 - WEATHER

3.1 ANTICIPATED WEATHER DAYS

A. TIME ALLOWANCE FOR INCLEMENT WEATHER:

1. Time allowance for inclement weather: "Inclement weather" is a lost workday, caused by inclement weather conditions, and is defined as a day in which the Contractor's workforce cannot work 50 percent or more of the day thereby resulting in a delay to the critical path. The Contractor shall notify the Resident Project Representative in writing when a lost workday has occurred due to inclement weather in accordance with the Baseline Construction Schedule update requirements. The sole remedy of the Contractor shall be to seek a non-compensable extension of time.

32 COMPLIANCE AND FAILURE TO SUBMIT TIMELY SCHEDULES

A. Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of Work as planned, the City will deduct ten percent (10%) of the monthly Progress Payment, but not more than three percent (3%) of the contract value, for failure by the Contractor to submit accepted Baseline Schedules or the monthly Progress Update Schedules as required by these specifications. These deductions shall apply should the Contractor fail to address within the specified time frame schedule review comments, TIA review comments, recovery schedule requirements, and address any other requirements of these specifications and/or the City. These deductions are cumulative and will be made for each and every

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month that the Contractor fails to provide the required information. The Progress Update Schedules and narratives shall be accurate, reflect actual events on the project, and meet all requirements of these specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within the specified time frame from receiving the City's review comments, the deduction will become permanent via a deductive change order.

PART 4 -- PROJECT RECORD SCHEDULE

4.1 FINAL PROGRESS SCHEDULE

- A. The last monthly update of the project schedule shall be the project record (as-built) schedule. The project record schedule shall accurately show the completion of all work required by the contract and shall have a data date equivalent to the day after the actual date of the Contract Completion milestone. All project schedule activities shall be statused at one hundred percent (100%) complete and have actual start and actual finish dates. The project budgeted cost reflected in the project record schedule shall be the contract price, inclusive of all adjustments due to executed change orders. The project record schedule submittal shall meet all monthly update requirements and include an actual cost statement. The City's acceptance of the project record schedule shall be a condition precedent to acceptance of the contract by the City's Board of Directors and to the release of final payment and bonds by the City.
- B. This schedule submission shall be accompanied by a certification, signed by an officer of the company and the Contractor's Project Manager and Project Scheduler, stating "To the best of our knowledge, the enclosed final update of the Construction Progress Schedule accurately reflects the actual start and completion dates and logical relationships of all activities contained herein and represents an accurate depiction of the way in which the project was constructed."

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Deferred Submittal: Information submitted by Contractor for portions of design that are to be submitted to permitting agency for approval prior to installation of that portion of the Work, along with Engineer's review documentation that submittal has been found to be in general conformance with Project's design.
- C. Informational Submittal: Information submitted by Contractor that requires Engineer's review and determination that submitted information is in accordance with the Conditions of the Contract.

1.02 PROCEDURES

- A. Direct submittals as described in Section 01 33 22, Web Based Construction Document Management, unless specified otherwise.
 - 1. Via Construction Manager.
- B. Electronic Submittals: Submittals shall, unless specifically accepted, be made in electronic format.
 - 1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
 - 2. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
 - 3. PDF files shall be set to open "Bookmarks and Page" view. Magnification shall be set to "fit page".
 - 4. Add general information to each PDF file, including title, subject, author, and keywords.
 - 5. PDF files shall be set up to print legibly at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
 - 6. Submit new electronic files for each resubmittal.
 - 7. Include a copy of the Transmittal of Contractor's Submittal form, located at end of section, with each electronic file.
 - 8. Owner will reject submittal that is not electronically submitted, unless specifically accepted.

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- 9. Provide Construction Manager with authorization to reproduce and distribute each file as many times as necessary for Project documentation. Provide file password if security settings are used.
- 10. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference and shall be as required by Section 01 33 22, Web Based Construction Document Management.

C. Transmittal of Submittal:

- 1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform approval stamp before submitting to Construction Manager.
 - 1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2) Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- 2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form in format approved by Construction Manager.
- 3. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and Owner's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
- 4. Identify and describe each deviation or variation from Contract Documents.
- 5. All submittals shall be in the English language.

D. Format:

- 1. Do not base Shop Drawings on reproductions of Contract Documents.
- 2. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in specification.
- 3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.

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- 4. Index with labeled tab dividers in orderly manner.
- 5. Submit all text in the English language.
- E. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual specification sections.

F. Processing Time:

- 1. Time for review shall commence on Construction Manager's receipt of submittal.
- 2. Construction Manager will act upon Contractor's submittal and transmit response to Contractor not later than 20 working days after receipt, unless otherwise specified.
- 3. Allow 30 working days for the review of deferred submittals by the Agency Having Jurisdiction (AHJ) after approval by the Design Engineer.
- 4. Resubmittals will be subject to same review time.
- 5. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.
- G. Resubmittals: Clearly identify each correction or change made.
- H. Incomplete Submittals:
 - 1. Construction Manager will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
 - 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp; completed and signed.
 - b. Transmittal of Contractor's Submittal; completed and signed.
 - c. Insufficient number of copies.
 - 3. The Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain the required approval within one submittal and one resubmittal. The Construction Manager will record the time for reviewing subsequent submittals and the Contractor shall reimburse the Owner for Design Engineer's such charges based on actual billing rates for the Design Engineer.
- I. Submittals not required by Contract Documents:
 - 1. Will not be reviewed and will be returned stamped "Not Subject to Review."
 - 2. Construction Manager will keep one copy and return submittal to Contractor.
- J. Approved Materials List (AML):
 - 1. See Section 4.3.6, "Preapproved Material" in The WHITEBOOK.

K. Working Drawings:

1. Submit Working Drawings listed in TABLE 3-8.2 of the WHITEBOOK.

1.03 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual specification sections.

B. Shop Drawings:

- 1. Copies: Five copies of closed submittals as required under Section 01 33 22, Web Based Construction Document Management.
- 2. Identify and Indicate:
 - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
- 3. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.
 - b. Supplement standard information to provide information specifically applicable to the Work.
- 4. Product Data: Provide as specified in individual specifications.
- 5. Deferred Submittal: See Drawings for list of deferred submittals.
 - a. Contractor-design drawings and product data related to permanent construction.
 - 1) Written and graphic information.
 - 2) Drawings.
 - 3) Cut sheets.
 - 4) Data sheets.
 - 5) Action item submittals requested in individual specification section.
 - b. Prior to installation of indicated structural or nonstructural element, equipment, distribution system, or component or its anchorage, submit required supporting data and drawings for review and acceptance by Engineer. Documentation of review and approval provided on Engineer's comment form, along with completed submittal, shall be filed with permitting agency by Contractor and approved by permitting agency prior to installation.

6. Foreign Manufacturers: When proposed, include names and addresses of at least two companies that maintain technical service representatives close to Project.

C. Samples:

- 1. Copies: Two, unless otherwise specified in individual specifications.
- 2. Preparation:
 - a. Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - 1) Manufacturer name.
 - 2) Model number.
 - 3) Material.
 - 4) Sample source.
- 3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
- 4. Full-size Samples:
 - a. Size as indicated in individual specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.
- D. Action Submittal Dispositions: Engineer will review, comment, stamp, and distribute as noted:
 - 1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.
 - 1) One copy of closed submittal furnished to the Construction Manager.
 - 2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution: Electronic.
 - 3. Partial Approval, Resubmit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution: Electronic.
 - 4. Revise and Resubmit:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.
- E. Trade Names or Equals

- 1. All proprietary materials, equipment and manufacturers identified in the Technicals are intended to establish the type, function, and quality required. Where one (1) or more proprietary name is provided, "or approved equal" shall also be included in that list. Submittals for trade name equals shall follow the procedures identified in Section 4-6 of the WHITEBOOK.
- 2. All "equal" products as stated in the Technicals shall mean "approved equal" products.

1.04 INFORMATIONAL SUBMITTALS

A. General:

- 1. Copies: Electronic.
- 2. Refer to individual specification sections for specific submittal requirements.
- 3. Construction Manager will review each submittal. If submittal meets conditions of the Contract, Construction Manager will forward copy to appropriate parties. If Construction Manager determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Construction Manager will provide review comments to Contractor, and require that submittal be corrected and resubmitted.
- B. Equipment Procured Overseas: Within 60 Calendar Days of Notice to Proceed, submit a list of equipment that will require overseas shipping for project delivery. List shall include the value of shipped items.

C. Certificates:

1. General:

- a. Provide notarized statement that includes signature of entity responsible for preparing certification.
- b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
- 2. Welding: In accordance with individual specification sections.
- 3. Installer: Prepare written statements on manufacturer's letterhead certifying installer complies with requirements as specified in individual specification section.
- 4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- 5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual specification sections.

- D. Closeout Submittals: In accordance with Section 01 77 00, Closeout Procedures.
- E. Contractor-design Data (related to temporary construction):
 - 1. Written and graphic information.
 - 2. List of assumptions.
 - 3. List of performance and design criteria.
 - 4. Summary of loads or load diagram, if applicable.
 - 5. Calculations.
 - 6. List of applicable codes and regulations.
 - 7. Name and version of software.
 - 8. Information requested in individual specification section.
- F. Deferred Submittals: See Drawings for list of deferred submittals.
 - 1. Contractor-design data related to permanent construction:
 - a. List of assumptions.
 - b. List of performance and design criteria.
 - c. Summary of loads or load diagram, if applicable.
 - d. Calculations.
 - e. List of applicable codes and regulations.
 - f. Name and version of design software.
 - g. Factory test results.
 - h. Informational submittals requested in individual specification section.
 - 2. Prior to installation of indicated structural or nonstructural element, equipment, distribution system, or component or its anchorage, submit calculations and test results of Contractor-designed components for review by Engineer. Documentation of review and indication of compliance with general design intent and project criteria provided on Engineer's comment form as meets conditions of the Contract, along with completed submittal, shall be filed with permitting agency by Contractor and approved by permitting agency prior to installation.
- G. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual specification section.
- H. Operation and Maintenance Data: As required in Section 01 78 23, Operation and Maintenance Data.
- I. Payment:
 - 1. Application for Payment: In accordance with Section 01 29 00, Payment Procedures.
 - 2. Schedule of Values: In accordance with Section 01 29 00, Payment Procedures.

3. Schedule of Estimated Progress Payments: In accordance with Section 01 29 00, Payment Procedures.

J. Schedules:

- 1. Schedule of Submittals: Prepare separately or in combination with Progress Schedule as specified in Section 01 32 00, Construction Progress Documentation.
 - a. Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system as specified under Paragraph Transmittal of Submittal.
 - 3) Estimated date of submission to Construction Manager, including reviewing and processing time.
 - b. On a monthly basis, submit updated Schedule of Submittals to Construction Manager if changes have occurred or resubmittals are required.
- 2. Progress Schedules: In accordance with Section 01 32 00, Construction Progress Documentation.
- K. Special Guarantee: Supplier's written guarantee as required in individual specification sections.

L. Statement of Qualification:

- 1. Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals. Submittals Required by Laws, Regulations, and Governing Agencies:
 - a. Promptly submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 - b. Transmit to Construction Manager for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.
- M. Submittals Required by Laws, Regulations, and Governing Agencies:
 - 1. Promptly submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 - 2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.
- N. Test, Evaluation, and Inspection Reports:
 - 1. General: Shall contain signature of person responsible for test or report.
 - 2. Factory:

- a. Identification of product and specification section, type of inspection or test with referenced standard or code.
- b. Date of test, Project title and number, and name and signature of authorized person.
- c. Test results.
- d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
- e. Provide interpretation of test results, when requested by Construction Manager.
- f. Other items as identified in individual specification sections.

3. Field:

- a. As a minimum, include the following:
 - 1) Project title and number.
 - 2) Date and time.
 - 3) Record of temperature and weather conditions.
 - 4) Identification of product and specification section.
 - 5) Type and location of test, Sample, or inspection, including referenced standard or code.
 - 6) Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - 7) If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - 8) Provide interpretation of test results, when requested by Construction Manager.
 - 9) Other items as identified in individual specification sections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 22 WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. The Owner, Construction Manager, Engineer, and Contractor shall utilize PMWeb (PMWeb is a registered trademark of PMWeb, Inc.), for submission of all data and documents (unless specified otherwise herein) throughout the duration of the Contract.
 - 1. PMWeb is a web-based electronic media site.
 - 2. PMWeb is paid for by the Owner.
 - 3. PMWeb will be made available to all Contractor's personnel, subcontractor personnel, suppliers, consultants, Construction Manager, and Engineer.
 - 4. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of Construction Phase Documentation.
 - 5. PMWeb shall be the primary official means of project information submission and management.
- B. User Access Limitations: The Construction Manager will initially manage the Contractor's access to PMWeb by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system; determine assigned function based authorizations and user privileges. Subcontractors and suppliers will be given access to PMWeb by and through the Contractor. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on PMWeb shall be the responsibility of the Contractor.
- C. Joint Ownership of Data: Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the PMWeb system) by the Owner, Construction Manager, Engineer, and Contractor will be jointly owned.
- D. Automated System Notification and Audit Log Tracking: Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Owner's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- E. Submittals:

WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT 01 33 22 - 1

- 1. See Section 01 33 00, Submittal Procedures.
- 2. Preconstruction Submittals List of Contractor's key PMWeb personnel. Include descriptions of key personnel's roles and responsibilities for this Project. Contractor should also identify their organizations administrator on the list.

F. Computer Requirements:

- 1. The Contractor shall use computer hardware and software that meets the requirements of the PMWeb system as required to access and utilize PMWeb. As recommendations are modified by PMWeb, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract.
- 2. The Contractor shall ensure that connectivity to the PMWeb system is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirements for using the system is 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system.
- 3. PMWeb currently supports Mozilla's Firefox v3.0-3.5, Apple's Safari v3.0-3.5, and Microsoft's Internet Explorer v7.0 web browsers for accessing the application.

G. Contractor Responsibility:

- 1. The Contractor shall be responsible for the validity of their information placed in PMWeb and for the abilities of their personnel.
- 2. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, CAD drawing applications, and Adobe Portable Document Format (PDF) document distribution program.
- 3. The Contractor shall utilize the existing forms in PMWeb to the maximum extent possible. If a form does not exist in PMWeb the Contractor must include a form of their own or provided by the Construction Manager as an attachment to a submittal.
- 4. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of PMWeb (outside what is provided by the Owner) and the other programs indicated above as needed.
- H. Connectivity Problems: Provide a list of Contractor's key PMWeb personnel for the Construction Manager's acceptance. Contractor is responsible for adding and removing users from the system. The Construction Manager reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and subcontractors to PMWeb after clearance by security check.

I. Training:

- 1. The Owner has arranged and paid for training to be provided to the Contractor.
- 2. Training consists of web-based seminars in conjunction with a conference call.
- 3. Contractor shall arrange and pay for the facilities and hardware/software required to facilitate their own training.

PART 2 PRODUCTS

2.01 DESCRIPTION

A. PMWeb project management application (no or-equal).

PART 3 EXECUTION

3.01 PMWEB UTILIZATION

A. PMWeb shall be utilized in connection with all document and information management required by these Contract Documents.

3.02 SUBMITTALS

- A. Shop Drawings:
 - 1. Shop Drawing and design data documents shall be submitted PDF attachments to the PMWeb submittal work flow process and form. Examples of Shop Drawings include, but are not limited to:
 - a. Standard manufacturer installation drawings.
 - b. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
 - c. Steel fabrication, piece, and erection drawings.
- B. See Section 01 33 00, Submittal Procedures.

3.03 PRODUCT DATA

- A. Product catalog data and manufacturer's instructions shall be submitted as PDF attachments to the PMWeb submittal work flow process and form. Examples of product data include, but are not limited to:
 - 1. Manufacturer's printed literature.
 - 2. Preprinted product specification data and installation instructions.

3.04 ADMINISTRATIVE OR INFORMATIONAL SUBMITTALS

- A. All correspondence and preconstruction submittals shall be submitted using PMWeb. Examples of administrative submittals include, but are not limited to:
 - 1. Permits.

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- 2. Requests for substitutions (RFS).
- 3. List of contact personnel.
- 4. Requests for Information (RFI).
- B. Network Analysis Schedules and associated reports and updates. Each schedule submittal specified in these Contract Documents shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule shall also be posted as a PDF file in the format specified in these Contract Documents.
- C. Plans for safety, demolition, environmental protection, and similar activities.
- D. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
- E. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
- F. Any general correspondence submitted.
- G. Project Photos: Project photos shall be posted monthly to PMWeb.

3.05 COMPLIANCE SUBMITTALS

- A. Test reports, certificates, and manufacture field report submittals shall be submitted on PMWeb as PDF attachments. Examples of compliance submittals include, but are not limited to:
 - 1. Field test reports.
 - 2. Quality Control certifications.
 - 3. Manufacturer's documentation and certifications for quality of products and materials provided.

3.06 RECORD AND CLOSEOUT SUBMITTALS

- A. Operation and maintenance data and closeout submittals shall be submitted on PMWeb as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:
 - 1. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
 - 2. Extra materials, spare stock, etc., submittal forms shall indicate when actual materials are submitted.

3.07 FINANCIAL SUBMITTALS

A. Schedule of Value, Pay Estimates, and Change Request Proposals shall be submitted on PMWeb. Supporting material for Pay Estimates and Change

Requests shall be submitted on PMWeb as PDF attachments. Examples of compliance submittals include, but are not limited to:

- 1. Contractor's Schedule of Values.
- 2. Contractor's Monthly Progress Payment Requests.
- 3. Contract Change proposals requested by the Owner.

3.08 SUBMITTAL PAPER COPIES

- A. Contractor shall deliver bound and tabbed paper copies of every closed submittal to the Construction Manager within 1 week of the Construction Manager closing a submittal with any disposition as follows:
 - 1. Each copy shall have the closed PMWeb cover page including the disposition and any comments.
 - 2. Final copies of submittals returned with comments, but not requiring resubmittal shall incorporate revisions per the Engineer's comments.
 - 3. Number of Paper Copies:
 - a. Final O&M Manuals: Three copies as specified in the Section 01 78 23, Operation and Maintenance Data.
 - b. All Other Submittals: Five copies as specified in Section 01 33 00, Submittal Procedures.
 - c. For submittals with attachments over 30 megabytes in size, provide one CD of the submittal for each required paper copy.

END OF SECTION

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SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUBMITTALS

A. Infonnational Submittals:

- 1. Submit prior to application for final payment.
 - a. Record Documents: As described in Section O1 33 00, Submittal Procedures and as required in General Conditions.
 - Approved Shop Drawings and Samples: As described in Section 01 33 00, Submittal Procedures, Special bonds, Special Guarantees, and Service Agreements and as required in General Conditions.
 - c. Consent of Surety to Final Payment: As required in General Conditions.
 - d. Releases or Waivers of Liens and Claims: As required in General Conditions.
 - e. Releases from Agreements.
 - f. All documentation as required by all Funding Agencies.
 - g. Final Application for Payment: Submit in accordance with procedures, requirements stated in Section Ol 29 00, Payment Procedures and requirements stated in the General Conditions.
 - h. Extra Materials: As required by individual specification sections.

1.02 RECORD DOCUMENTS

A. Quality Assurance:

- 1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
- 2. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
 - b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
- 3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
- 4. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor's Application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

- A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
- B. In the event Contractor is unable to secure written releases:
 - 1. Infom1 Owner of the reasons.
 - 2. Owner or its representatives will examine the Site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
 - 3. Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory bond in a sum to cover legal Claims for damages.
 - 4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and tenns of side agreement or special easement, right is reserved to waive requirement for written release if: (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate Claims that Contractor has failed to fulfill terms of side agreement or special easement, or (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:

- 1. Promptly following commencement of Contract Times, secure from Owner at no cost to Contractor, one complete set of Contract Documents.
- 2. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.
- 3. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

B. Preservation:

- 1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- 2. Make documents and Samples available at all times for observation by Engineer.
- C. Making Entries on Drawings:

- 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
 - a. Color Coding:
 - 1) Green when showing information deleted from Drawings.
 - 2) Red when showing information added to Drawings.
 - 3) Blue and circled in blue to show notes.
- 2. Date entries.
- 3. Call attention to entry by "cloud" drawn around area or areas affected.
- 4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
- 5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each nm of items such as are described in previous subparagraph above.
 - a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
 - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
 - c. Make identification so descriptive that it may be related reliably to Specifications.

3.02 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.
 - 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to the Owner.
 - 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 - 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

- 4. Broom clean exterior paved driveways and parking areas.
- 5. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
- 6. Rake clean all other surfaces.
- 7. Leave water courses, gutters, and ditches open and clean.
- B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

3.03 SUBSTANTIAL COMPLETION

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Construction Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Construction Manager issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager does not consider the Work substantially complete, Construction Manager will notify Contractor in writing giving the reasons therefor.
- C. If Construction Manager considers the Work substantially complete, Construction Manager will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Construction Manager as to any provisions of the certificate or attached list. If, after considering such objections, Construction Manager concludes that the Work is not substantially complete, Construction Manager will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Construction Manager considers the Work substantially complete, Construction Manager will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Construction Manager believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Construction Manager will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Construction Manager in writing prior to Construction Manager's issuing the definitive certificate of Substantial Completion, Construction Manager's aforesaid recommendation will be binding on Owner and Contractor until final payment.

3.04 FINAL INSPECTION

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Construction Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

END OF SECTION

SECTION 01 78 23 OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Detailed information for the preparation, submission, and Engineer's review of Operations and Maintenance (O&M) Data, as required by individual Specification sections.

1.02 DEFINITIONS

- A. Preliminary Data: Initial and subsequent submissions for Engineer's review.
- B. Final Data: Engineer-accepted data, submitted as specified herein.
- C. Maintenance Operation: As used on Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

1.03 SEQUENCING AND SCHEDULING

- A. Equipment and System Data:
 - **1.** Preliminary Data:
 - a. Do not submit until Shop Drawing for equipment or system has been reviewed and approved by Engineer.
 - b. Submit prior to shipment date.
 - 2. Final Data: Submit Instructional Manual Formatted data not less than 30 days prior to installation of equipment.
- B. Materials and Finishes Data:
 - 1. Preliminary Data: Submit at least 30 days prior to request for final inspection.
 - 2. Final Data: Submit within 15 days after final inspection.
 - 3. Record Data: Submit final Compilation Fonnatted and Electronic Media Fonnatted data prior to Substantial Completion of Project.

1.04 DATAFORMAT

- A. Prepare preliminary and final data in the fonn of an instructional manual. Prepare final data on electronic media.
- B. Instructional Manual Format:

OPERATION AND MAINTENANCE DATA 01 78 23 - 1

- 1. Binder: Cmmnercial quality, permanent, three-ring or three-post binders with durable plastic cover.
- 2. Size: 8-1/2 inches by 11 inches, minimum.
- 3. Cover: Identify manual with typed or printed title "OPERATION AND MAINTENANCE DATA" and list:
 - a. Project title.
 - b. Designate applicable system, equipment, material, or finish.
 - c. Identity of separate structme as applicable.
 - d. Identify volume number if more than one volume.
 - e. Identity of general subject matter covered in manual.
 - f. Identity of equipment number and Specification section.
- 4. Spine:
 - a. Project title.
 - b. Identify volume number if more than one volume.
- 5. Title Page:
 - a. Contractor name, address, and telephone number.
 - b. Subcontractor, Supplier, installer, or maintenance contractor's name, address, and telephone number, as appropriate.
 - 1) Identify area of responsibility of each.
 - 2) Provide name and telephone number of local source of supply for parts and replacement.
- 6. Table of Contents:
 - a. Neatly typewritten and arranged in systematic order with consecutive page numbers.
 - b. Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.
- 7. Paper: 20-pound minimum, white for typed pages.
- 8. Text: Manufacturer's printed data, or neatly typewritten.
- 9. Three-hole punch data for binding and composition; anange printing so that punched holes do not obliterate data.
- 10. Material shall be suitable for reproduction, with quality equal to original. Photocopying of material will be acceptable, except for material containing photographs.

C. Data Compilation Format:

- 1. Compile all Engineer-accepted preliminary O&M data into a hai d-copy, hard-bound set.
- 2. Each set shall consist of the following:
 - a. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.
 - b. Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE DATA, VOLUME NO. OF_", and list:
 - 1) Project title.
 - 2) Contractor's name, address, and telephone number.
 - 3) If entire volume covers equipment or system provided by one Supplier include the following:
 - a) Identity of general subject matter covered in manual.

- b) Identity of equipment number and Specification section.
- c. Provide each volume with title page and typed table of contents with consecutive page numbers. Place contents of entire set, identified by volume number, in each binder.
- a. Table of contents neatly typewritten, arranged in a systematic order:
 - 1) Include list of each product, indexed to content of each volume.
 - 2) Designate system or equipment for which it is intended.
 - 3) Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.

b. Section Dividers:

- 1) Heavy, 80 pound cover weight, tabbed with numbered plastic index tabs.
- 2) Fly-Leaf:
 - a) For each separate product, or each piece of operating equipment, with typed description of product and major component parts of equipment.
 - b) List with Each Product:
 - (1) Name, address, and telephone number of Subcontractor, Supplier, installer, and maintenance contractor, as appropriate.
 - (2) Identify area of responsibility of each.
 - (3) Provide local source of supply for parts and replacement.
 - c) Identity of separate structure as applicable.
- c. Assemble and bind material, as much as possible, in same order as specified in the Contract Documents.

D. Electronic Media Format:

- 1. Portable Document Format (PDF):
 - After all preliminary data has been found to be acceptable to Engineer, submit Operation and Maintenance data in PDF format on CD.
 - b. Files to be exact duplicates of Engineer-accepted preliminary data. Arrange by specification number and name.
 - c. Files to be fully functional and viewable in most recent version of Adobe Acrobat.

1.05 SUBMITTALS

A. Informational:

- 1. Data Outline: Submit two copies of a detailed outline of proposed organization and contents of Final Data prior to preparation of Preliminary Data.
- 2. Preliminary Data:

- a. Submit two copies for Engineer's review.
- b. If data meets conditions of the Contract:
 - 1) One copy will be returned to Contractor.
 - 2) One copy will be forwarded to Resident Project Representative.
 - 3) One copy will be retained in Engineer's file.
- c. If data does not meet conditions of the Contract:
 - 1) All copies will be rehrmed to Contractor with Engineer's comments (on separate document) for revision.
 - 2) Engineer's comments will be retained in Engineer's file.
 - 3) Resubmit two copies revised in accordance with Engineer's comments.
- 3. Final Data: Submit two printed copies and an electronic copy in format specified herein.

1.06 DATA FOR EQUIPMENT AND SYSTEMS

- A. Content for Each Unit (or Common Units) and System:
 - 1. Product Data:
 - a. Include only those sheets that are pertinent to specific product.
 - b. Clearly annotate each sheet to:
 - 1) Identify specific product or part installed.
 - 2) Identify data applicable to installation.
 - 3) Delete references to inapplicable information.
 - c. Function, normal operating characteristics, and limiting conditions
 - d. Performance curves, engineering data, nameplate data, and tests.
 - e. Complete nomenclahire and commercial number of replaceable parts.
 - f. Original manufachtrer's parts list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered parts list, and diagrams required for maintenance.
 - g. Spare parts ordering instructions.
 - h. Where applicable, identify installed spares and other provisions for fuhtre work (e.g., reserved panel space, unused components, wiring, terminals).
 - 2. As-installed, color-coded piping diagrams.
 - 3. Charts of valve tag numbers, with the location and function of each valve.
 - 4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:
 - a. Format:
 - 1) Provide reinforced, punched, binder tab; bind in with text.
 - 2) Reduced to 8-1/2 inches by 11 inches, or 11 inches by 17 inches folded to 8-1/2 inches by 11 inches.
 - 3) Where reduction is impractical, fold and place in 8-1/2-inch by 11-inch envelopes bound in text.

- 4) Identify Specification section and product on Drawings and envelopes.
- b. Relations of component pails of equipment and systems.
- c. Control and flow diagrams.
- d. Coordinate drawings with Project record documents to assure correct illustration of completed installation.
- 5. Institutions and Procedures: Within text, as required to supplement product data.
 - a. Format:
 - 1) Organize in consistent format under separate heading for each different procedure.
 - 2) Provide logical sequence of instructions for each procedure.
 - 3) Provide information sheet for Owner's personnel, including:
 - a) Proper procedures in event of failure.
 - b) Instances that might affect validity of guarantee or Bond.
 - b. Installation Instructions: Including alignment, adjusting, calibrating, and checking.
 - c. Operating Procedures:
 - 1) Startup, break-in, routine, and nonnal operating instructions.
 - 2) Test procedures and results of factory tests where required.
 - 3) Regulation, control, stopping, and emergency instructions.
 - 4) Description of operation sequence by control manufacturer.
 - 5) Shutdown instructions for both short and extended duration.
 - 6) Summer and winter operating instructions, as applicable.
 - 7) Safety precautions.
 - 8) Special operating instructions.
 - d. Maintenance and Overhaul Procedures:
 - 1) Routine maintenance.
 - 2) Guide to troubleshooting.
 - 3) Disassembly, removal, repair, reinstallation, and reassembly.
- 6. Guarantee, Bond, and Service Agreement: In accordance with Section O1 77 00, Closeout Procedures.
- B. Content for Each Electric or Electronic Item or System:
 - 1. Description of Unit and Component Parts:
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data, nameplate data, and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - d. Interconnection wiring diagrams, including control and lighting systems.
 - 2. Circuit Directories of Panelboards:
 - 3. Electrical service.
 - 4. Control requirements and interfaces.
 - 5. Communication requirements and interfaces.

- 6. List of electrical relay settings, and control and alarm contact settings.
- 7. Electrical interconnection wiring diagram, including as applicable, single-line, three-line, schematic and internal wiring, and external interconnection wiring.
- 8. As-installed control diagrams by control manufacturer.
- 9. Operating Procedures:
 - a. Routine and normal operating instructions.
 - b. Startup and shutdown sequences, normal and emergency.
 - c. Safety precautions.
 - d. Special operating instructions.
- 10. Maintenance Procedures:
 - a. Routine maintenance.
 - b. Guide to troubleshooting.
 - c. Adjustment and checking.
 - d. List of relay settings, control and alarm contact settings.
- 11. Manufacturer's printed operating and maintenance instructions.
- 12. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

C. Maintenance Summary:

- 1. Compile individual Maintenance Summary for each applicable equipment item, respective unit or system, and for components or sub-units.
- 2. Format:
 - a. Use Maintenance Summary Form bound with this section or electronic facsimile of such.
 - b. Each Maintenance Summary may take as many pages as required.
 - c. Use only 8-1/2-inch by 11-inch size paper.
 - d. Complete using typewriter or electronic printing.
- 3. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommend type, grade, and temperature range of lubricants and frequency of lubrication.
- 4. Recommended Spare Parts:
 - a. Data to be consistent with manufacturer's Bill of Materials/Parts List furnished in O&M manuals.
 - b. "Unit" is the unit of measure for ordering the part.
 - c. "Quantity" is the number of units recommended.
 - d. "Unit Cost" is the current purchase price.

1.07 DATA FOR MATERIALS AND FINISHES

- A. Content for Architectural Products, Applied Materials, and Finishes:
 - 1. Manufacturer's data, giving full information on products:
 - a. Catalog number, size, and composition.
 - b. Color and texture designations.
 - c. Information required for reordering special-manufactured products.

- 2. Instructions for Care and Maintenance:
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods that are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.
- B. Content for Moisture Protection and Weather Exposed Products:
 - 1. Manufacturer's data, giving full information on products:
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 - 2. Instructions for inspection, maintenance, and repair.

1.08 SUPPLEMENTS

- A. The supplements listed below, following "End of Section", are part of this Specification.
 - 1. Forms: Maintenance Swnmaiy Form.

PART2 PRODUCTS (NOT USED)

PART3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 31 45 20

COMPACTION GROUTING

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of testing and material standards which all relevant work shall comply with:

Materials and Inspection:

1.	ASTM D1586	Standard Penetration Testing (SPT)
2.	ASTM D344	Static Cone Penetration Testing (CPT)
3.	ASTM C150	Compliance Standard for Portland Cement
4.	ASTM C143	Test Method for Slump of Portland Cement Concrete
5.	ASTM C1107	Standard Specification for Packaged Dry, Hydraulic-
	Cement Grout	

- 6. ASTM C 109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- B. Installation of Compaction Grouting shall comply with the following documents:
 - 1. This specification.
 - 2. Project drawings:
 - a. Ground Improvement and Excavation Plan, drawing no. 40067-D Sheets C-162 and C-163 for reference only. For reference link for Sheets C-162 and C-163, refer to the link below:

https://drive.google.com/drive/folders/1oGITZoAk8tYbAtznoRguImBdDbbuiEOg?usp=sharing

- b. Engineer's existing underground utilities plan in the work area.
- 3. Project geotechnical report "Geotechnical Report, Cut & Cover Pipeline Portion, Morena Pump Station, WW Forcemain, and Brine/Centrate Conveyance Predesign (NC01), San Diego, California," prepared by AECOM, dated January 5, 2018.
- 4. Form of contract between Owner and General Contractor, Owner and Installation Contractor, and General Contractor and Installation Contractor as applicable.
- 5. All applicable City, State and Federal environmental permits.

1.02 .DEFINITIONS

A. Compaction grouting: A process where a very stiff, low slump (0-2 inches), cement mortar grout is injected under high pressure through a grout pipe into the ground at various elevations or stages to displace and densify in-situ soils.

COMPACTION GROUTING 31 45 20 - 1

- B. Compaction grouting cut-off criteria: Criteria to determine when to stop the injection of grout at any given stage.
- C. Grout injection point: A point on the pavement or slope surface to designate the location of the pipe insertion for grouting.
- D. Field Quality Control Representative: The individual given specific inspection tasks identified in this specification.

1.03 DESCRIPTION OF WORK

- A. Work shall consist of designing, furnishing and installing materials, and constructing a ground improvement system at the locations noted on the drawings and as specified herein. Ground improvement system shall be performed by compaction grouting techniques.
- B. Provision of all equipment, material, labor, and supervision to design and install ground improvements shall be included in the work. Design shall rely on subsurface information presented in the project geotechnical report.
- C. The Installer shall locate and protect underground utilities and above ground utilities and other structures from damage during installation of ground improvements.
- D. In connection with the compaction grouting program, as shown on the drawings, the Installer shall provide all labor, materials and equipment to accomplish the following items of work:
 - 1. Implement ground/structure movement monitoring system.
 - 2. Install and remove grout pipes.
 - 3. Furnish and inject compaction grout.
 - 4. Monitor surface ground/structure movements during compaction grouting operations.
 - 5. Follow compaction grouting sequence of operations.
- E. It shall be the Installer's responsibility to determine and implement the systems and criteria to ensure that specified improvement is achieved.

1.04 SUBMITTALS

- A. Informational Submittals:
 - 1. Statement of qualifications for Installer.
 - 2. Grouting plan: The grouting plan will outline the proposed work for compaction grouting. The plan must include:

COMPACTION GROUTING 31 45 20 - 2

- a. A list of personnel to be used on the project outlining their experience in compaction grouting
- b. Grout mix design including material specifications
- c. Equipment and methods for measuring and recording stroke and back pressures, including pressure surges at the top of the injection point.
- d. Equipment and methods for measuring and recording pumping rates and grout volumes with calibration procedures and certification of the equipment
- e. Description of the materials and equipment, including size and type, and methods to be used in each grouting operation, including inclination and depth of grout pipes and increments in which the grout pipes will be withdrawn
- f. Sample forms for drilling logs, grouting logs and monitoring logs
- g. Detailed description of the proposed monitoring program for ground surface movement and distress to related freeway facilities such as pavement, storm drains, and utility conduits
- 3. Daily Records: Accurate daily records of all grout pipe installation, compaction grouting quantities, including stage data, volume, pressure and depth for each grout pipe location. Any change in the predetermined grouting program necessitated by a change in the subsurface conditions should be included in the daily record. Daily records should be submitted to the Owner's Representative at the end of each work day.
- 4. Pumping System Automatic Records: Submit a copy of the automatic records (grout pressures and pumping rates) as informational submittals at the end of each work day.

1.05 QUALITY ASSURANCE

- A. The compaction grouting program, including installation of grout pipes, shall be performed by a specialist Installer with experience in compaction grouting.
- B. The Installer shall provide experienced management, supervisory and key personnel as required to implement the compaction grouting program, as follows:
 - 1. The project manager shall have experience in compaction grouting, with the full-time employ of the Installer.
 - 2. The superintendent shall have experience in compaction grouting.
 - 3. The Compaction Grouting Installer shall provide:
 - a. Evidence of previous compaction grouting project experience.
 - b. Evidence of management, supervisory and key personnel experience.

COMPACTION GROUTING 31 45 20 - 3 C. The Owner's representative will ensure that procedures and documentation conform to these specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cement: Portland cement must be Type I or II and comply with Hydraulic cement grout ASTM C 1107.
- B. Grout: Grout must be a combination of Portland cement, fine aggregate, coarse aggregate, and water. A stiff grout mix must be used. Materials must be thoroughly mixed and agitated to provide grout of uniform consistency. The cement content of the grout must not be less than 7 pcf. Water must be added to the grout mix in an amount to provide a slump of 0-2 inches under ASTM C 143.
- C. Fine Aggregate: Fine aggregate must have between 10 and 30 percent passing the no. 200 sieve and a minimum of 85 percent passing the no 8 sieve. Fine aggregate must be graded to eliminate sand blocking at the grout working pressures.
- D. Coarse Aggregate: Coarse aggregate must be no larger than 3/8 inch and comprise less than 15 percent of the total aggregate.
- E. Water: Water for mixing must not contain:
 - 1. Oil
 - 2. Impurities at concentrations that cause either of the following results when compared to the same test using distilled or deionized water:
 - a. Change of more than 25 percent in the setting time of cement when tested under ASTM C 191 or ASTM C 266
 - b. Reduction by more than 5 percent in the mortar compressive strength at 14 days when tested under ASTM C 109
 - 3. Chlorides as Cl in excess pf 2,000 parts per million (per California Test 422) or sulfates as SO₄ in excess of 1,500 parts per million (per California Test 417)
- F. Gravel: Gravel must be no larger than ³/₄ inch and have no more than 40 percent passing the #4 sieve and no more than 5 percent passing the #200 sieve.

COMPACTION GROUTING 31 45 20 - 4

PART 3 CONSTRUCTION

3.01 EQUIPMENT

- A. Equipment used to mix and pump compaction grout must be specifically designed for that purpose.
- B. The mixer must be batch type and equipped with suitable water meters. Sufficient mixer power must be provided to blend the ingredients into zero slump consistencies.
- C. The pump must be capable of displacing zero slump grout and to maintain pressures from 0 to 600 psi with rates of displacement as low as 0.3 cubic feet per minute.
- D. Controls must be provided to enable the operator to vary the rate of displacement over its entire range uniformly while continuously pumping.
- E. Grout pipes must be 2 to 3 inch steel casings with adequate strength to withstand the required jacking and pumping pressures per the installation plan.
- F. The pumping system must be equipped with suitable automatic recording devices that continuously measure and record grout pressures including stroke, back, and surge at the top injection point; pumping rates and grout take for each hole; and total grout take per work shift. Calibrate the instruments for measuring pressures, pumping rates, and volume.

3.02 INSTALLATION

- A. Temporary access ramps into the existing drainage channel shall be constructed to provide access to the site for compaction grouting. The access ramps shall be finished with a 12-inch thick gravel layer at the surface of the ramp to avoid tracking of sediment off the project site and out of the channel. Gravel shall comply with Part 2.01 F.
- B. The Installer shall determine on the ground, the vertical and horizontal projection of the exterior limits of all underground structures including conduits, irrigation systems and storm drains. Determine the location on the ground surface of each grout injection point and the elevation of each injection stage. On the pavement surface the grout injection points must consist of coring holes through the Portland cement concrete pavement.
- C. Holes in pavement must not be cored more than 1 day before grout injection. Drilled holes must not remain open when precipitation is predicted within the following 24 hour period. Use the National Weather Forecast for weather predictions.

COMPACTION GROUTING 31 45 20 - 5

- D. Push, drive, or drill the grout pipe to the specified depth of grouting. There must be no voids between the grout pipe and the surrounding soil to prevent grout leakage and premature upward movement of the grout pipes during grouting. If the grout hole is drilled to full depth and the grout pipe cannot be advanced to the full depth of grouting, the grout hole must be cleaned and drilled again until the grout pipe can be advanced to the target depth. If the grout hole tends to collapse during drilling, the grout injection pipe must be advanced simultaneously with the drilling operation.
- E. At each grout point, grout pipes must be advanced to the elevation shown. If refusal is encountered before the specified depth is attained, notify the Owner's Geotechnical Engineer. Unless approved, the grout injection point is rejected and a new grout injection point must be drilled adjacent to the rejected hole and the grout pipe advanced to the depth shown. Grouting must be conducted in stages as the grout pipe is withdrawn. The interval between stages must not exceed 2 feet. The grout injection hole must not be greater than 0.4 inches in diameter than the outside diameter of the casing. Once grouting of a hole is started it must be completed in 1 continuous operation during 1 shift. If grouting is terminated for any reason before the full depth is grouted, that grout point is rejected. A new grout injection point must be drilled adjacent to the rejected hole and the grout pipe advanced to the depth shown.
- F. The rate of grout injection must be not more than 10 cubic feet per minute at an individual grout injection point. Multiple grout injections may be conducted simultaneously.
- G. The grout points must be designated as alternating rows of primary and secondary grout points. Two adjacent primary rows of grout points must be completely grouted before grouting the intermediate secondary row.
- H. Compaction grouting cut-off criteria includes:
 - 1. Cut-off grout pressures or surface movement occurs in conjunction with low grout volumes
 - 2. Excessive damage to the existing facilities such as pavement heave in excess of 0.125 inches.
 - 3. Maximum volume of grout injected at each stage to be determined by the installer.
- I. During the grouting operation, monitor the existing facilities including concrete pavement, barriers, storm drains, and unpaved embankment soils for indications of movement or distress. Establish and monitor a minimum of 5 survey reference points. Monitor overhead poles, electroliers, and structures within 30 feet of active grout points for movement.

COMPACTION GROUTING 31 45 20 - 6

- J. Monitor and record the interior of storm drains for signs of distress such as deflection, heaving, or cracking. Distress of storm drainage pipe must trigger grout cut-off at any stage.
- K. When grouting stage is within 10 feet of the storm drain or existing utility, grout pressure must not exceed 245 psi, unless authorized.
- L. After compaction grouting is complete, clean and fill with hydraulic cement grout the voids in the structural section created by the coring operation. You may extend the grout with clean pea gravel according to the grout manufacturer's recommendations. The backfill material must not exhibit any evidence of depressions or surplus material above the level surface of the pavement.
- M. The amount of grout injected at each grouting location and the pressure at which the grout shall be injected shall be submitted by the Installer to the Owner's geotechnical engineer for review and comment.
- N. Residue from grouting operations must not be allowed to:
 - 1. Flow across roadways or canal lining
 - 2. Flow into gutters or other drainage facilities
 - 3. Flow beyond the project limits
 - 4. Be left on the surface of the pavement or embankment.

3.03 FIELD QUALITY CONTROL

- **A.** All compaction grouting shall be performed under the inspection of the Field Quality Control Representative.
- B. Monitoring and logging of compaction grouting operations for both test areas and production work shall be done by the Field Quality Control Representative.
- C. The Field Quality Control Representative will perform slump tests of grout and take measurements of grout mix quantities to verify the Installer's grout mix, as follows:
 - 1. Slump tests will be performed:
 - a. once for every 10 cubic yards of grout injected, or
 - b. at any change in mix design, or
 - c. at least twice during each grout shift.
 - 2. Grout mix proportions will be checked at least once daily.

COMPACTION GROUTING 31 45 20 - 7

- D. The Field Quality Control Representative will require the Installer to cast minimum size 3 inch by 6 inch grout test cylinders or 2 inch by 2 inch cube molds for strength testing. One set of four cylinders or molds will be cast during each slump test.
- E. Layout of grout injection points shall be by the Installer and checked by the Field Quality Control Representative with sufficient control points provided by the Owner.
- F. Daily records shall be maintained by the Installer and submitted to the Owner's Geotechnical Engineer.
- G. The Installer shall monitor nearby structures as follows:
 - 1. A level control system will be installed by the contractor for each structure within 25 feet of the ground improvement operations.
 - 2. Monitoring shall be carried out on a continuing basis whenever compaction grouting is occurring.
 - 3. After completion of the compaction grouting program, the monitoring system and grout pipes will be removed and all holes will be filled and patched.

3.04 TESTING AND INSPECTION

- A. The effectiveness of the proposed grouting layout scheme shall be verified as follows:
 - 1. The Owner may retain a soil testing firm to perform the in situ testing as directed by the Owner's Geotechnical Engineer. Test sections will be performed before and during production work, as follows:
 - a. Test section locations will be agreed upon by the Field Quality Control Representative/Installer within the treatment area. A test section shall consist of a single module comprised of at least three grout injection points. Tests will be performed at the center of the module prior to and after grouting.
 - b. All testing to determine specification compliance will be provided by an independent testing agency retained by the Owner. Regardless of the method selected, the same test method shall be utilized both before and after the soil improvement work in order

COMPACTION GROUTING 31 45 20 - 8

- to provide the most accurate assessment of the degree of improvement obtained.
- c. The method of installation of the test section shall comply with Section 3.02 of this specification and shall be performed using the same grout line sizes, grout mix drilling and grouting equipment and procedures as that to be used for production work.
- d. Prior to commencement of production grouting, a test sections shall be performed. If the pre-production test section indicates that the required ground improvement has not been achieved, the Installer shall revise the Work procedure Plan and re-test.
- B. Monitoring and logging of compaction grouting operations in the test areas and for production work shall be done by the Installer.

END OF SECTION

COMPACTION GROUTING 31 45 20 - 9

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION REPORTS, FINAL PEIR AND NOTICE OF EXEMPTIONS

For the environmental documents, refer to the following link:

https://drive.google.com/drive/folders/1ob56BhRHxjysyNxgsVhiyN-LsJ4xI7A6

and Notice of Exemptions in this Appendix

NOTICE OF EXEMPTION					
(Check one or b	•	FDOM	City of Com Diago		
TO: <u>X</u>	Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400	FROM:	City of San Diego Development Services Department 1222 First Avenue, MS 501 San Diego, CA 92101		
	Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814				
Project No.: B-15015.02.06		Project Title: Morena Boulevard Median			
Project Location-Specific: The project is located along Morena Boulevard between Ashton Street and Littlefield Street, east of the Interstate 5 within the Clairemont Mesa Community Planning Area (Council District 2).					
Project Location-City/County: San Diego/San Diego					
Boulevard incl wide concrete crossing. Addit at the Morena	uding removing and replacing the median curb with a 4'-0" high greetional improvements include restr	existing median with a en vinyl pedestrian fen iping an existing turn p rsection, and relocatin	of road improvements to Morena a newly constructed raised, stamped 4'-0" ce to prevent mid-block pedestrian bocket, striping new continental crosswalks g and installing new traffic signage. A ractices will be required during		
Name of Public Agency Approving Project: City of San Diego					
Name of Perso	on or Agency Carrying Out Project:	City of San Diego Pub Contact: Sabeen Cocl 525 B Street, Suite 75 San Diego, CA 92101 (619) 533-4661	hinwala 60		
() Minista () Declar () Emerg (X) Catego	:: (CHECK ONE) erial (Sec. 21080(b)(1); 15268); ed Emergency (Sec. 21080(b)(3); 1 ency Project (Sec. 21080(b)(4); 15 orical Exemptions:	269 (b)(c))	[Replacement or Reconstruction]		

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines Section 15301(C) [EXISTING FACILITIES], which allows for the repair and maintenance of existing streets, involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination; §15302 [REPLACEMENT OR RECONSTRUCTION], which allows for the replacement or reconstruction of structures, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: James Arnhart, Senior Planner Telephone: (619) 533-5275 If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

it is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell, Principal Planner

Date

Check One:
(X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

NOTICE OF EXEMPTION

	ľ	NOTICE OF EXEM	PHON	
(Check one or both, TO: X			City of San Diego Engineering & Capital Projects Department 525 B Street, Suite 750, MS 908A San Diego, CA 92101	
Project Name	: Morena Improvements 3	WBS No.: B-210	64.02.06 (Sewer)/B-21056.02.06 (Water)	
Street, Dorcas	Street, West Morena Boulevard	d, Vega Street, Bu	et, Savannah Street, Morena Boulevard, Naples Jenos Avenue, Custer Street, Lovelock Street, and District 2).	
Project Locati	on-City/County: San Diego/Sa	n Diego		
feet (0.14 miles with new polyw trenches and a linear feet of e depths ranging related feature	s) of existing asbestos cement (vinyl chloride (PVC) water mains at the same depth or shallower xisting 6-inch diameter AC wate g from 4 to 6 feet. The project v	(AC) water mains s (ranging from 8 . The project will er mains with ne vill construct asso	ect will replace-in-place approximately 758 linear (ranging from 6 inches to 10 inches in diameter) inches to 12 inches in diameter) within existing realign and replace approximately 704 (0.13 miles) w PVC water mains (12 inches in diameter) at ociated water services, fire hydrants, and other 6 linear feet (0.19 miles) of existing 6-inch and 8-	
sewer mains w		uding associated	(0.15 miles) of existing 15-inch vitrified clay (VC) sewer laterals, manholes, cleanouts, and other th or shallower.	
The project includes trench restoration along the alignments of the water and sewer improvements. Sidewalk concrete panels will be replaced where necessary.				
Name of Publ	ic Agency Approving Project:	City of San Diego		
Name of Pers 92101, (619) 53		roject: Gretchen	Eichar, 525 B Street, Suite 750, San Diego, CA	
() Ministe () Declar	: (CHECK ONE) erial (Sec. 21080(b)(1); 15268); ed Emergency (Sec. 21080(b)(3) ency Project (Sec. 21080(b)(4); 1			

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) and (c) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public

Categorical Exemption: 15301(b) and (c) [Existing Facilities], 15302 (c) [Replacement or Reconstruction],

Statutory Exemption

()

and 15304 [Minor Alterations to Land].

facilities and mechanical equipment, involving negligible or no expansion of existing or former use, including replacement of water and sewer mains, associated appurtenances, resurfacing of the roadway, and replacement of concrete panels along the existing sidewalk; 15302 (c) [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced including replacement of water and sewer mains, associated appurtenances, resurfacing of the roadway, and replacement of concrete panels along the existing sidewalk; and 15304 [Minor Alterations to Land], which allows for alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees including excavation of utility trenches; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Gretchen Eichar	Telephone: (619) 533-4110			
If filed by applicant:				
1. Attach certified document of exemption finding	•			
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No				
It is hereby certified that the City of San Diego has de	termined the above activity to be exempt from CEQA			
Carris Purcell	1/14/21			
Carrie Purcell, Assistant Deputy Director	Date			
Check One:				
(X) Signed By Lead Agency	Date Received for Filing with County Clerk or OPR:			
() Signed by Applicant	•			

	NOTICE	OF EXEM	PTION
(Check one or both TO: X	Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400 Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814	FROM:	City of San Diego Engineering & Capital Projects Department 525 B Street, Suite 750, MS 908A San Diego, CA 92101
Project Name	e: Morena Improv 3A (W)		Project No. / WBS No.: B-22152.02.06
-	cion-Specific: The project is located on a Community Planning Area (Council Di		n Street and Custer Street. All work will occur within
Project Locat	cion-City/County: San Diego/San Diego)	
feet (0.07 mile chloride (PVC) will abandon a	es) of existing 6-inch and 8-inch asbesto water mains within existing trenches a approximately eight linear feet of existing y four to six feet. The project will also co	s cement nd at the ng 6-inch	ject will replace-in-place approximately 390 linear (AC) water mains with new 12-inch polyvinyl same depth or shallower. Additionally, the project AC water mains. The depth of excavation is associated water services, fire hydrants, and other
		•	vement alignments, and sidewalk concrete panels by right-of-way in previously disturbed soils.
Name of Pub	lic Agency Approving Project: City of	San Dieg	0
Name of Pers	son or Agency Carrying Out Project:	Enginee Contact Email/P	San Diego ering and Capital Projects Department :: Mayra Medel, Senior Planner hone No.: MMedel@sandiego.gov / (619) 533-4603 treet, Suite 750 (MS 908A), San Diego, CA 92101
() Declai () Emerg	erial (Sec. 21080(b)(1); 15268); red Emergency (Sec. 21080(b)(3); 15269(gency Project (Sec. 21080(b)(4); 15269 (b	(a));)(c))	cilities], 15302 (c) [Replacement or Reconstruction],

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) and (c) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public facilities and mechanical equipment, involving negligible or no expansion of existing or former use, including replacement of water mains and associated appurtenances, resurfacing of the roadway, and replacement of concrete panels along the existing sidewalk; 15302 (c) [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure

and 15304 [Minor Alterations to Land]

Statutory Exemptions:

()

replaced, including replacement of water mains and associated appurtenances, resurfacing of the roadway, and replacement of concrete panels along the existing sidewalk; and 15304 [Minor Alterations to Land], which allows for alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees, including excavation for trench work; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Mayra Medel	Telephone: (619) 533-4603		
If filed by applicant:1. Attach certified document of exemption finding.2. Has a notice of exemption been filed by the publication.	lic agency approving the project? ()Yes ()No		
It is hereby certified that the City of San Diego has dete	ermined the above activity to be exempt from CEQA		
Carrie Purcell	7/19/22		
Carrie Purcell, Assistant Deputy Director	Date		
Check One: (X) Signed By Lead Agency () Signed by Applicant	Date Received for Filing with County Clerk or OPR:		

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



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

(FOI UNICE U	se Only)
	FAC#

				m=n			
			DATE		BY	***************************************	
			2	3	, vi		
ren ellon	(CAD)	ድኅቱ ካለለር				****	
IEK 2HON	(DID)	1547-7445	 				

NS REQ

ME

Meter Informat	ion				Abb	ncation pate		Reques	ted Insta	i Date:
Fire Hydrant Location; (Atta	ich Detailed	Map//Thomas Bros	. Map Locati	on or Cons	truction	n drawing.) <u>Zip:</u>		<u>T.B.</u>		G.B. (CITY USE)
Specific Use of Water:	T TO THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDR						<u></u>			£
Any Return to Sewer or Sto	rm Drain, If	so , explain:		*****						
Estimated Duration of Mete	r Use:							Check B	ox if Reci	aimed Water
Company Information										
Company Name:							·			
Mailing Address:		 					~			
City:		Sta	te:	Z	ip:	· · · · · · · · · · · · · · · · · · ·	Phone	e: ()	
*Business license#			. ,	*Cont	tracto	or license#		<u></u>	· · · · · · · · · · · · · · · · · · ·	
A Copy of the Contrac	ctor's lice	nse OR Busine	ss License	is requi	red a	t the time	of meter	issuar	nce,	
Name and Title of [PERSON IN ACCOUNTS PAYABL	Billing A	\gent:					Phone	e: ()	
Site Contact Name		le:					Phone	e: ()	Y 200.
Responsible Party	Name:						Title:			
Cal ID#							Phone	e: {)	
Signature:				Da	ite:					
Guarantees Payment of all Chan	ges Resulting	from the use of this N	leter. <u>Insures</u>	that employ	ees of t	his Organization	understand t	ne prope	er use of Fi	re Hydrant Meter
Fire Hydrant Me	ter Re	moval Req	uest			lequested R	omaval Da	+>		***************************************
Provide Current Meter Locat	ion if Differ	ant from Ahova:				requested n	cittoral Da			
								.		
Signature:		· · · · · · · · · · · · · · · · · · ·			Title:				Date:	
Phone: ()				Pager:	()				
City Meter	Pi	rivate Meter								· · · · · · · · · · · · · · · · · · ·
Contract Acct #:			Deposi	t Amount:	\$ 9	936.00	Fees Amo	unt: Ş	62.0	00
Meter Serial #			Meter S	ize: ()5		Meter Ma	ke and	d Style:	6-7
Backflow #			Backfloy	v Size:			Backflow Make and	Style		
Name:			Signatur				THE STATE OF THE S	Dat		
			İ					1		

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:	
ends in 60 days and will be removed on additional 90 days must be submitted in	or after (<i>Date Authorization Expires</i>). Extension requests for an writing for consideration 30 days prior to the discontinuation e contact the Water Department, or mail your request for an
	City of San Diego
	Water Department Attention: Meter Services
	2797 Caminito Chollas
	San Diego, CA 92105-5097
Should you have any questions regarding	g 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. Ероху

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123 **Contractor's Name:** Project Name: Contractor's Address: Work Order No or Job Order No. City Purchase Order No. Contractor's Phone #: **Invoice No.** Resident Engineer (RE): Contractor's fax #: **Invoice Date:** RE Phone#: Contact Name: Billing Period: (To) Fax#: Item Description **Contract Authorization** Previous Totals To Date This Estimate Totals to Date Amount Item # Trigger Asset Remaining Price Extension %/QTY Amount % / QTY Amount Amount Unit Qty % / QTY 1.00 \$ -\$0.00 \$0.00 0.00 \$0.00 \$0.00 2 1.00 \$ -\$0.00 \$0.00 0.00% 3 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 _ \$0.00 1.00 \$ -\$0.00 \$0.00 0.00% 4 \$0.00 0.00% 5 1.00 \$ -\$0.00 \$0.00 _ \$0.00 1.00 \$ -\$0.00 \$0.00 0.00% 6 7 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 -\$0.00 8 1.00 \$ -\$0.00 \$0.00 0.00% 5 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 -6 \$ -\$0.00 0.00% \$0.00 7 \$0.00 0.00% \$0.00 _ \$0.00 8 \$0.00 0.00% 9 \$0.00 \$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 \$0.00 12 \$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 -\$0.00 \$0.00 0.00% \$0.00 16 \$0.00 0.00% 17 \$ -\$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 SUMMARY** \$ \$0.00 I certify that the materials have been received by me, or services A. Original Contract Amount Retention and/or Escrow Payment Schedule have been rendered, in the quality and quantity specified per the \$0.00 B. Approved Change Order #00 Thru #00 Total Retention Required as of this billing (Item E) \$0.00 approved contracted amounts, and is approved for payment \$0.00 Total Authorized Amount (A+B) \$0.00 Previous Retention Withheld in PO or in Escrow \$0.00 \$0.00 Total Billed to Date Add'l Amt to Withhold in PO/Transfer in Escrow: \$0.00 **Resident Engineer** Date \$0.00 Less Total Retention (5% of D) Amt to Release to Contractor from PO/Escrow: \$0.00 Less Total Previous Payments **G. Payment Due Less Retention \$0.00** Construction Engineer Date

Contractor Signature and Date:

\$0.00

H. Remaining Authorized Amount

1/10/2024 Rev

APPENDIX E

LOCATION MAPS





Morena Pipeline

SENIOR ENGINEER REYHANEH MARTIN 858-243-5036

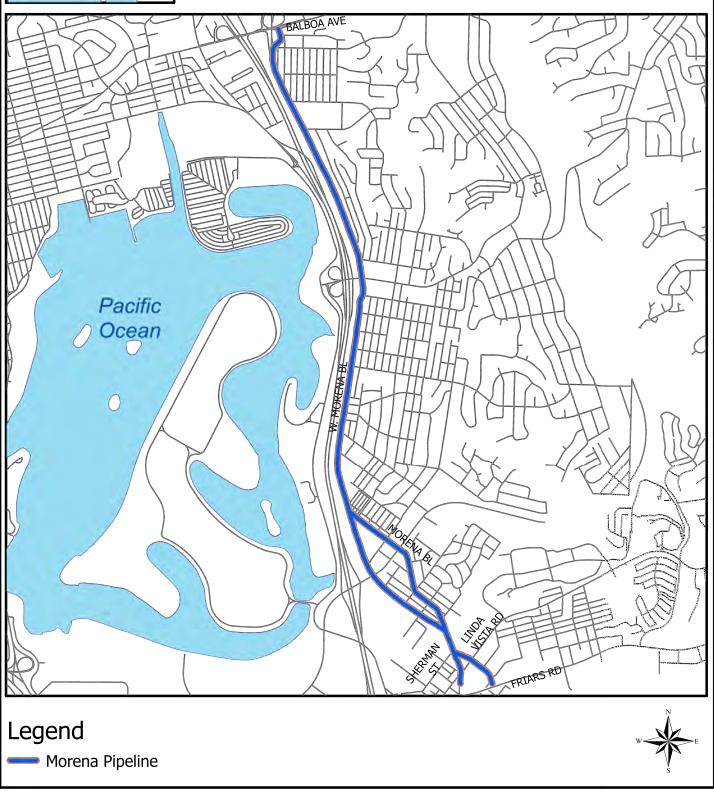
PROJECT MANAGER JUAN ELLI BERMUDO ALLAN ABUTIN 858-614-5802

PROJECT ENGINEER 858-292-6420

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: Mission Valley, San Diego, Linda Vista

Date: 8/15/2022

K-25-2169-DBB-3-A-C 335 | Page Morena Pipeline



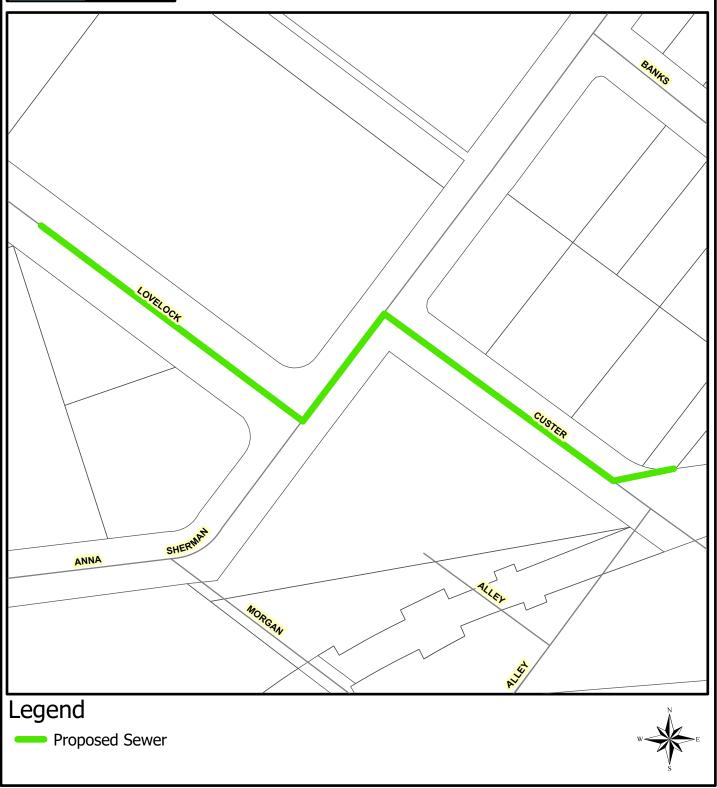


MORENA IMPROV 3 (S)

SENIOR ENGINEER ELHAM LOTFI 619-533-5212 PROJECT MANAGER DANIEL YELSITS 619-533-5215 PROJECT ENGINEER YAMELL BALCAZAR 619-533-5652 FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COUNCIL DISTRICT: 2

COMMUNITY NAME: LINDA VISTA

Date: 1/23/2023

Morena Pipeline

lanaa



WBS NO: B21064 (S)





MORENA IMPROV 3A (W)

SENIOR ENGINEER **ELHAM LOTFI** 619-533-5212

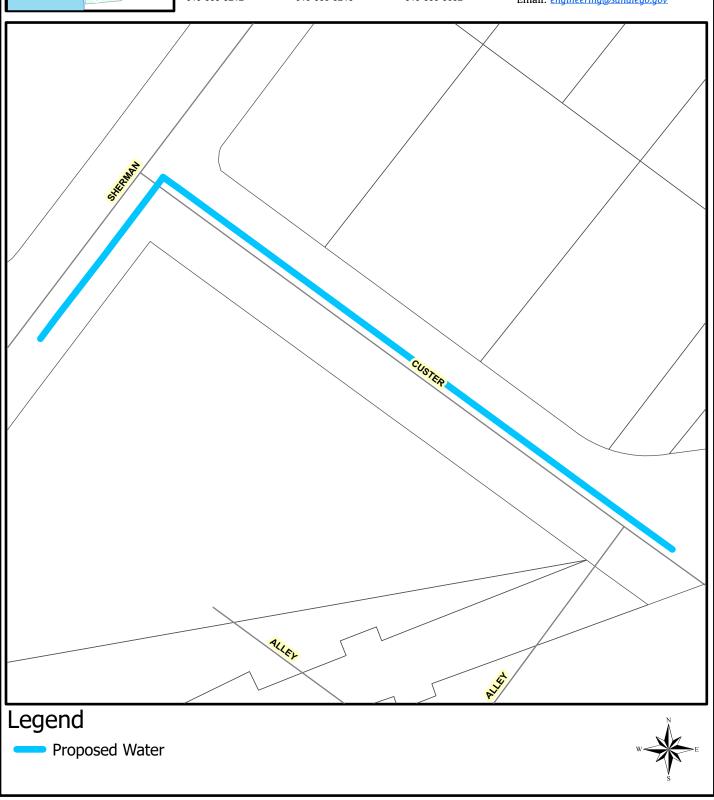
PROJECT MANAGER **DANIEL YELSITS** 619-533-5215

PROJECT ENGINEER YAMELL BALCAZAR 619-533-5652

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COUNCIL DISTRICT: 2

K-25-2169-DBB-3-A-C

COMMUNITY NAME: LINDA VISTA

Date: 1/23/2023

Morena Pipeline

WBS NO: B22152 (W)





Morena Blvd Median

SENIOR ENGINEER RONAK REKANI 619-236-6251

PROJECT MANAGER JACOB RANDLES 858-495-4755

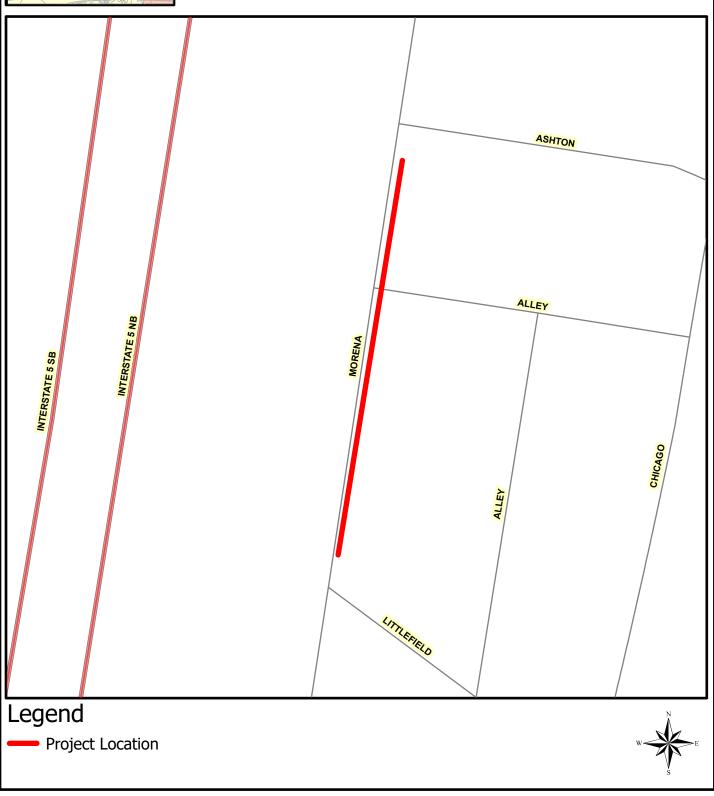
PROJECT ENGINEER MATT LOVI

858-627-3296

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: Clairemont Mesa

Date: 2/8/2023

Morena Pipeline

COUNCIL DISTRICT: 2

WBS NO: B15015



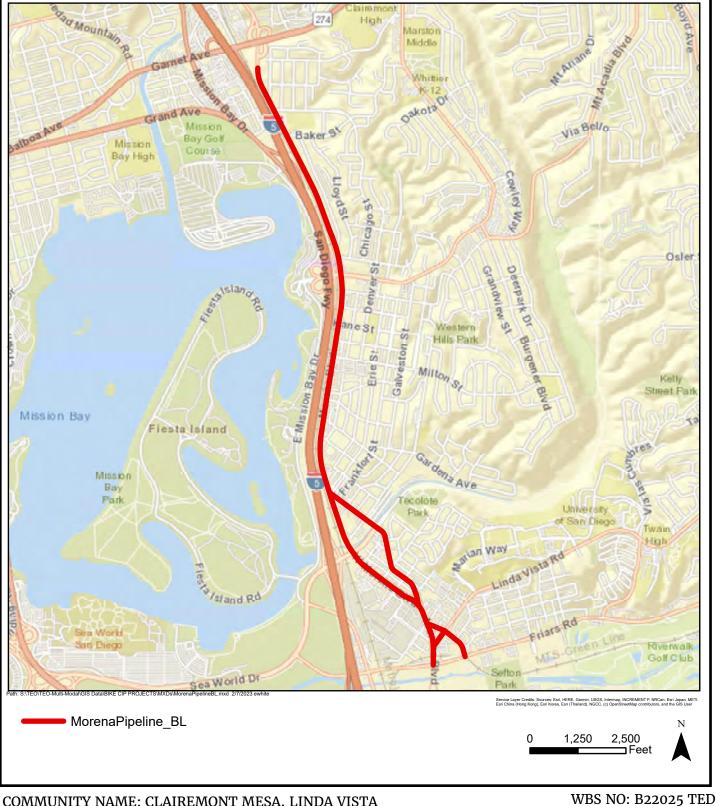


MORENA PIPELINE (BL)

SENIOR ENGINEER BRIAN GENOVESE 619-533-3836 PROJECT MANAGER EVERETT HAUSER 619-533-3012 PROJECT ENGINEER ESMERELDA WHITE 619-533-3198 FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: CLAIREMONT MESA, LINDA VISTA Date: 2/7/2023 COUNCIL DISTRICT: 2, 7

2/7/2023 COUNCIL DISTRICT: 2, 7

Morena Pipeline K-25-2169-DBB-3-A-C

SanGIS

APPENDIX F

ADJACENT PROJECTS MAPS



Morena Pipeline Adjacent Map

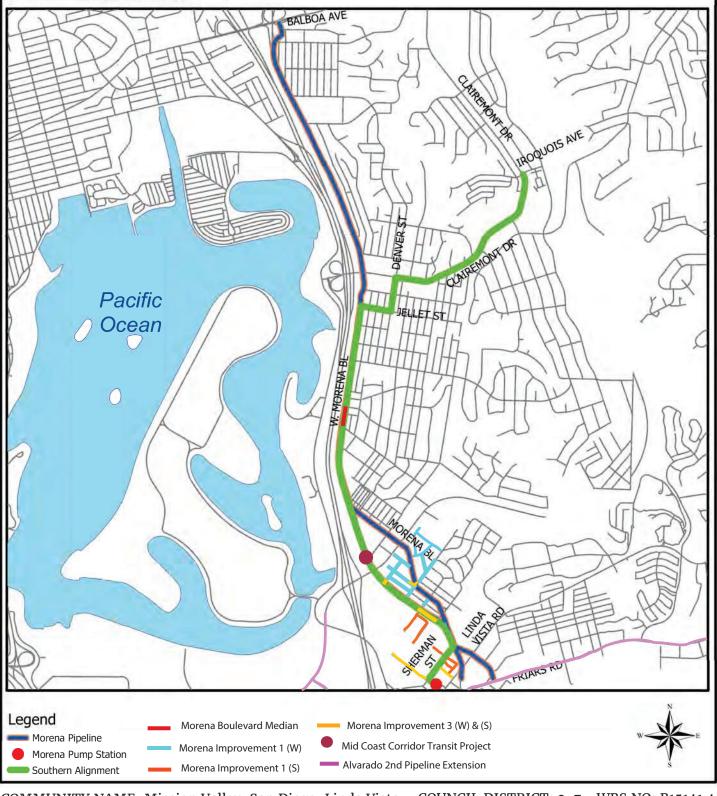
SENIOR ENGINEER REYHANEH MARTIN 858-243-5036 PROJECT MANAGER
JUAN ELLI BERMUDO

PROJECT ENGINEER
ALLAN ABUTIN

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

43-5036 858-614-5802 858-292-6420 Email: <u>engineering@sandiego.gov</u>



COMMUNITY NAME: Mission Valley, San Diego, Linda Vista Date: 8/15/2022

COUNCIL DISTRICT: 2, 7 WBS NO: B15141.4 S16027

Morena Pipeline K-25-2169-DBB-3-A-C 341 | Page



SD) Engineering & Capital Projects MORENA IMPROV 3 (S) & 3A (W)

SENIOR ENGINEER ELHAM LOTFI

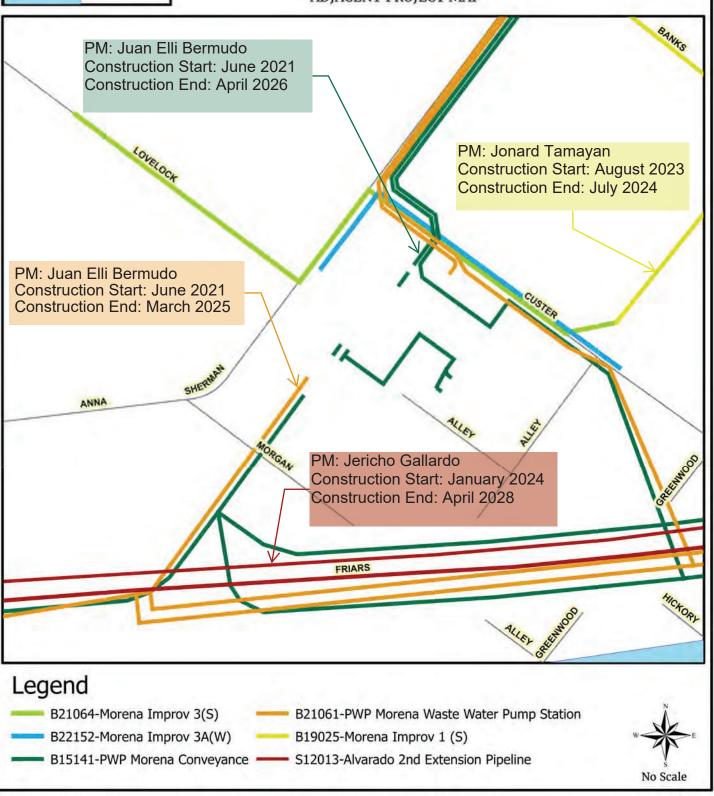
PROJECT MANAGER DANIEL YELSITS 619-533-5215

PROJECT ENGINEER YAMELL BALCAZAR 619-533-5652

FOR QUESTIONS ABOUT THIS PROJECT CALL: 619-533-4207

EMAIL: ENGINEERING@SANDIEGO.GOV

ADJACENT PROJECT MAP



COMMUNITY NAME: LINDA VISTA

Date: 1/20/2023

COUNCIL DISTRICT: 2

SanGIS

WBS #: B21064 (S) B22152 (W)

K-25-2169-DBB-3-A-C 342 | Page Morena Pipeline





Morena Blvd Median - Adjacent Projects

SENIOR ENGINEER RONAK REKANI

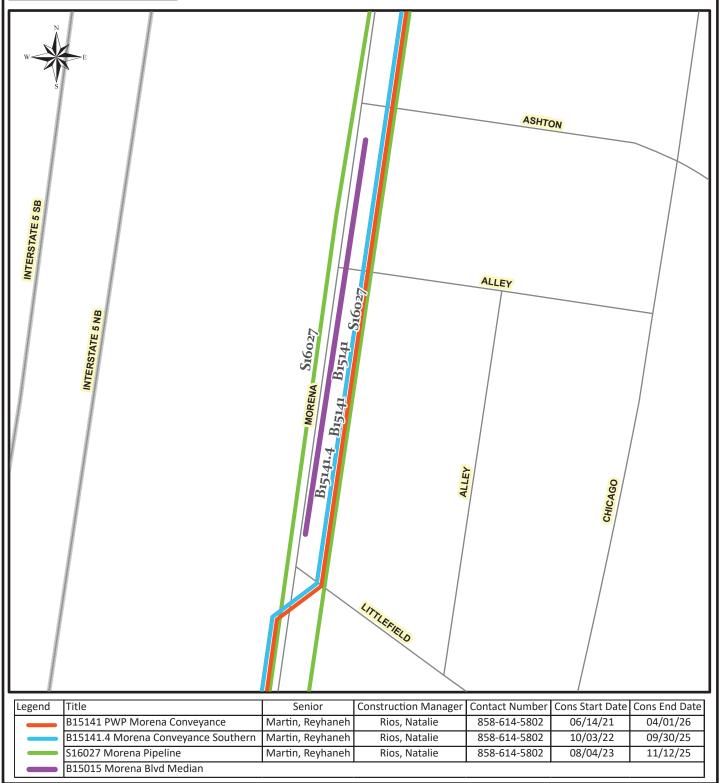
PROJECT MANAGER JACOB RANDLES

PROJECT ENGINEER MATT LOVI

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

619-236-6251 858-495-4755 858-627-3296 Email: engineering@sandiego.gov



COMMUNITY NAME: Clairemont Mesa

Date: 2/8/2023

COUNCIL DISTRICT: 2

WBS NO: B15015

APPENDIX G

SAMPLE 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 Specific	ation: Attached	Supplier:	
Dig out Locations:	1		
J	2		
	3		
Tack Coat Applicatio	n Rate @ Locations		
	1		
	2		
	3		
Asphalt Temperatur			
, opridic remperator	1	ocaciono.	
	2.		
	3		
Asabalt Donth Ol os	vational		
Asphalt Depth @Loc			
(3		
Compaction Test Re	sult @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: Initials:	
vermed the following.	
Proper Storage of Materials & Equipment	
Proper Storage of Materials & Equipment	
 Proper Storage of Materials & Equipment Proper Operation of Equipment 	
 Proper Storage of Materials & Equipment Proper Operation of Equipment Adherence to Plans and Specs 	
 Proper Storage of Materials & Equipment Proper Operation of Equipment Adherence to Plans and Specs Review of QC Tests 	
 Proper Storage of Materials & Equipment Proper Operation of Equipment Adherence to Plans and Specs Review of QC Tests Safety Inspection 	
 Proper Storage of Materials & Equipment Proper Operation of Equipment Adherence to Plans and Specs Review of QC Tests Safety Inspection 	
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 Deviations from QCP (see attached)	
 Proper Storage of Materials & Equipment Proper Operation of Equipment Adherence to Plans and Specs Review of QC Tests Safety Inspection 	
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 Deviations from QCP (see attached)	

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	S No.:			Waters	hed No	.
Qua	ified P	erson Conducting Tests:			signature							
			CHEDULED DISC	CHEDULED DISCHARGE By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.								
				Event #1								
Discharge Loca	tion ¹	Catergory ²	Notification ³			Sampling ⁶		(take samples at 10 mins, 50-60 mins & last 10 mins)		Exceedence ⁷		Notes
Discharge Loca		(Select one)	(Select all that apply)	(Select all that apply)	(gal)	Measure	Unit	Time	Result	Limit	No Y	Report exceedence to RE & complete page 2 of 2
Inlet Location	<u>n</u>	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance		
Start		Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)	Reused (if any)					20 NTU=	H	
Date: Time:		Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection Erosion Controls		Turbidity	NTU			Exceedance 225 NTU= Exceedance for	H	
End Date:		Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within 1/4	Sediment Controls		nU	Unit			Ocean Range	Ħ	
Date: Time:		(ivo sampling required)	mile of ocean/bay; or if enters the County's MS4)			рН	Onit			6.5 to 8.5	Ш	
				Eve	nt #2							
Discharge Loca	tion¹	Catergory ²	Notification ³	BMPs in Place ⁴ (Select all that apply)	Volume ⁵	Sampling ⁶		(take samples at 10 mins, 50-60 mins & last 10 mins)		Exceedence ⁷		Notes
8		(Select one)	(Select all that apply)			Measure	Unit	Time	Result	Limit	No Y	Report exceedence to RE & complete page 2 of 2
Inlet Location	<u>n</u>	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance		
<u>Start</u>		Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)	Reused (if any)					20 NTU= Exceedance	H	
Date: Time:		Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection Erosion Controls		Turbidity	NTU			225 NTU= Exceedance for	H	
End Date: Time:		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		рН	Unit			Range 6.5 to 8.5		

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

PAGE 1 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	g wa	ater.		
Accessible Unable to Determine No Safe Access				
2) If accessible, take photos and complete the visual monitori	ng l	below	. I1	f
unable to determine, stop here. If no safe access, stop here.				
3) Visual Monitoring: Is the discharge into the receiving water	·			
causing erosion		Yes		No
carrying floating or suspended matter		Yes		No
causing discoloration		Yes		No
causing and impact to the aquatic life present		Yes		No
observed with visible film		Yes		No
observed with an sheen or coating		Yes		No
causing potential nuisance conditions		Yes		No
3) If all answers are NO, stop here.				
4) If any answers are YES, Notify the RE immediately for furt	her	actio	n	
Event #2				
1) Go to the location where the discharge enters the receiving	g wa	ater.		
Accessible Unable to Determine No Safe Access				
2) If accessible, take photos and complete the visual monitori	ng l	below	/. I1	f
unable to determine, stop here. If no safe access, stop here.				
3) Visual Monitoring: Is the discharge into the receiving water	·			
causing erosion		Yes		No
carrying floating or suspended matter		Yes		No
causing discoloration		Yes		No
causing and impact to the aquatic life present		Yes		No
observed with visible film		Yes		No
observed with an sheen or coating		Yes		No
causing potential nuisance conditions		Yes		No
3) If all answers are NO, stop here.				

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			
FOD	a days prior to all discriarges	Rdavenport@SanDiego.gov			
San Diego	3 days prior to Large Volume	SanDiego@WaterBoards.ca.gov			
Water Board	discharges	Ben.Neill@WaterBoards.ca.gov			
	3 days prior if 100,000 gal and	DEH: Joseph.Palmer@SDCounty.ca.gov			
County of	within 1/4 mile of ocean/bay	Dominique.Edwards@SDCounty.ca.gov			
San Diego	3 days prior if enter county MS4	WPP: Nicholas. De Valle@SDCounty.ca.gov			
	or unincorporated County	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:

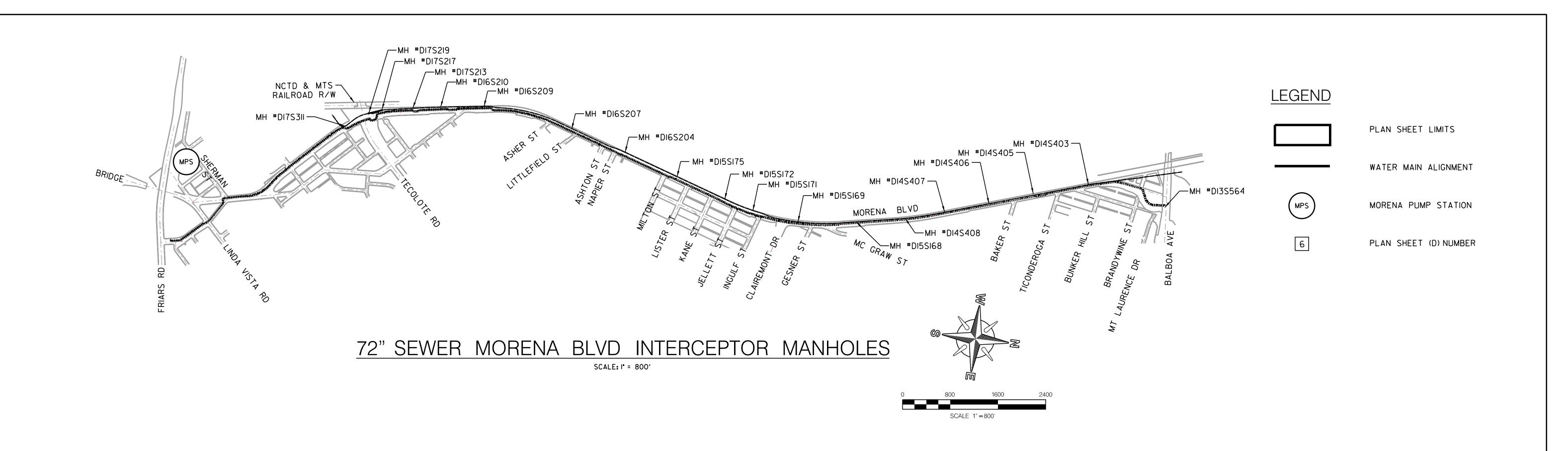
Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
		20 NTU for inland waters
Turbidity	Visual Estimate	225 NTU for ocean
		100 NTU for wells
рН	Field Meausre	6.5 - 8.5

APPENDIX I

DISCHARGE POINTS AND FLOW DATA



DISCHARGE TABLE						
STREET NAME	MH ID NO.	FSN	Basin	Max allowable Discharge Flow Rate (GPM)		
WEST MORENA BL	D17S311	5664790	PS2/TS114	7000		
WEST MORENA BL	D17S213	82816	PS2/TS114	7000	The state of the s	
WEST MORENA BL	D17S214	82817	PS2/TS114	7000		
WEST MORENA BL	D17S219	82818	PS2/TS114	7000	· ·	
MORENA BL	D15S172	82642	PS2/TS114	7000	· · · · · · · · · · · · · · · · · · ·	
MORENA BL	D15S175	82643	PS2/TS114	7000	"TreliMeetroeelsHisasaaagtiljeetro	
MORENA BL	D16S204	82738	PS2/TS114	7000	***************************************	
MORENA BL	D16S207	82739	PS2/TS114	7000	***************************************	
MORENA BL	D16S208	82740	PS2/TS114	7000	***************************************	
MORENA BL	D16S209	82741	PS2/TS114	7000		
MORENA BL	D16S210	82742	PS2/TS114	7000		
MORENA BL	D15S171	82641	PS2/TS114	7000	***************************************	
MORENA BL	D15S169	82640	PS2/TS114	7000		
MORENA BL	D15S168	82639	PS2/TS114	7000	•	
MORENA BL	D14S408	82567	PS2/TS114	7000	Continue of the second	
MORENA BL	D14S407	82566	PS2/TS114	7000	**************************************	
MORENA BL	D14S406		PS2/TS114		· · · · · · · · · · · · · · · · · · ·	
MORENA BL	D14S405	82564	PS2/TS114	7000	""" ("" mid 17) ja jäyyjä kiriteletetetetetetetetetetetetetetetetetet	
MORENA BL	D14S403	82563	PS2/TS114	7000		
MORENA BL	D13S564	5652669	PS2/TS67	1000		

FLOW DATA PLAN DISCHARGE MAP

	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET OF SHEETS					
	APPROVED: FOR CITY ENGINEER		DATE			SUBMITTED BY: J. BERMUDO PROJECT MANAGER
	PRINT DCE NAME				CHECKED BY: A. ABUTIN	
	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
	ORIGINAL	ML				SEE SHEETS
						CCS27 COORDINATE
						SEE SHEETS
						CCS83 COORDINATE
CONTRACTOR			DATE STARTED			40380D
INSPECTOR			DATE COMPLETED			+0000 D

APPENDIX J

HAZARDOUS WASTE LABEL/FORMS

	HAZARDOUS
	WASTE
	ATE 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
	BATOR NAME
CETY ESPA ID NO.	STATE ZIP
CONTE	ENTS, COMPOSITION
	ING NAME (S)
PHYSIC	NO. WITH PREFIX
_ 00E	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).

Que	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
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?		_
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
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)?		
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?		

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 DES	CRIPTION	Incident #
Date/Time Discovered	Date/Time Discharge	Discharge Stopped ☐ Yes ☐ N
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, I	Lease, Well #, GIS)	
Please describe the incident and indicate	specific causes and area affected. 1	Photos Attached?: \square Yes \square No
Indicate actions to be taken to prevent sin	milar releases from occurring in the	future.
2. ADMINISTRATIVE INFORMAT	TON	
Supervisor in charge at time of incident:	1011	Phone:
Contact Person:		Phone:
		1 13.10.
3. CHEMICAL INFORMATION		
Chemical	Quantity	\square GAL \square LBS \square F
Chemical	Quantity	
	Quantity	□ _{GAL} □ _{LBS} □ _F
Chemical	Quantity	\square GAL \square LBS \square F
Clean-Up Procedures & Timeline:	Control	
	T	
Completed By:	Phone:	
Print Name:	Title:	

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

,	Δ	BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
ı		INCIDENT MO DAY YR OES OES NOTIFIED (use 24 hr time) CONTROL NO.
(3	INCIDENT ADDRESS LOCATION CITY / COMMUNITY COUNTY ZIP
		CHEMICAL OR TRADE NAME (print or type) CAS Number
		CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)
		PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS
		ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE —DAYS —HOURS—MINUTES
		ACTIONS TAKEN
ı		
L		
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) ACUTE OR IMMEDIATE (explain)
l		CHRONIC OR DELAYED (explain)
		NOTKNOWN (explain)
		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS
'	J 000	
		COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
		(III) (III) (III) (III) (III) (III) (III) (III) (IIII) (III) (III) (IIII) (IIIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIIII) (IIIII) (IIII) (IIIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIIII) (IIIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIII) (IIIII) (IIII) (IIIII) (IIIIII) (IIIII) (IIIIII) (IIIII) (IIIII) (IIIII) (IIIII) (IIIII) (IIIII) (IIIIII) (IIIII) (IIIII) (
l	- 8	
	8	
		CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)
		SIGNATURE OF REPORTING FACILITY REPRESENTATIVE DATE:

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX K

SAMPLE CERTIFICATION LETTER FOR AIS IMPLEMENTATION

SAMPLE CERTIFICATION LETTER

The following information is provided as a sample letter of step certification for A	\IS
compliance. Documentation must be provided on company letterhead.	

Date

Company Name

Company Address

City, State Zip

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 sar	mple letter of	f certification f	or AIS	compliance.
Documentation must be pr	ovided on company	letterhead.			

Date

Company Name

Company Address

City, State Zip

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 L

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY) Company Name Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer

City of San Diego

Construction Management and

Field Services Division 9573 Chesapeake Drive San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number **Drawing Number:** Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to

Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total	Hourly	Amount
				Hours	Rate	
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 <u>all four</u> California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
- 2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
- 3. What resources were discovered during monitoring?
- 4. What is the landform context and what is the integrity of the resources?
- 5. What additional studies are necessary?
- 6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX M

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.

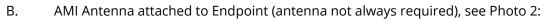
AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

A. Endpoints, see Photo 1:

Photo 1







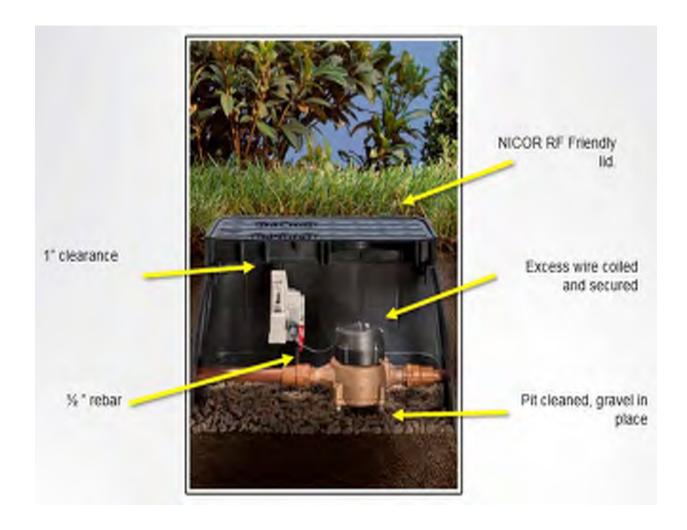
Network Devices, see Photo 3:

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

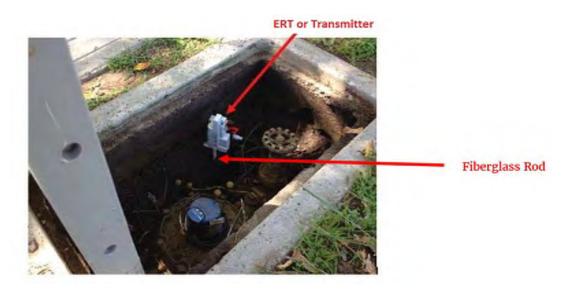


Photo 6 below is an example of disturbance that shall be avoided:

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 N

HABITAT REVEGETATION PLAN

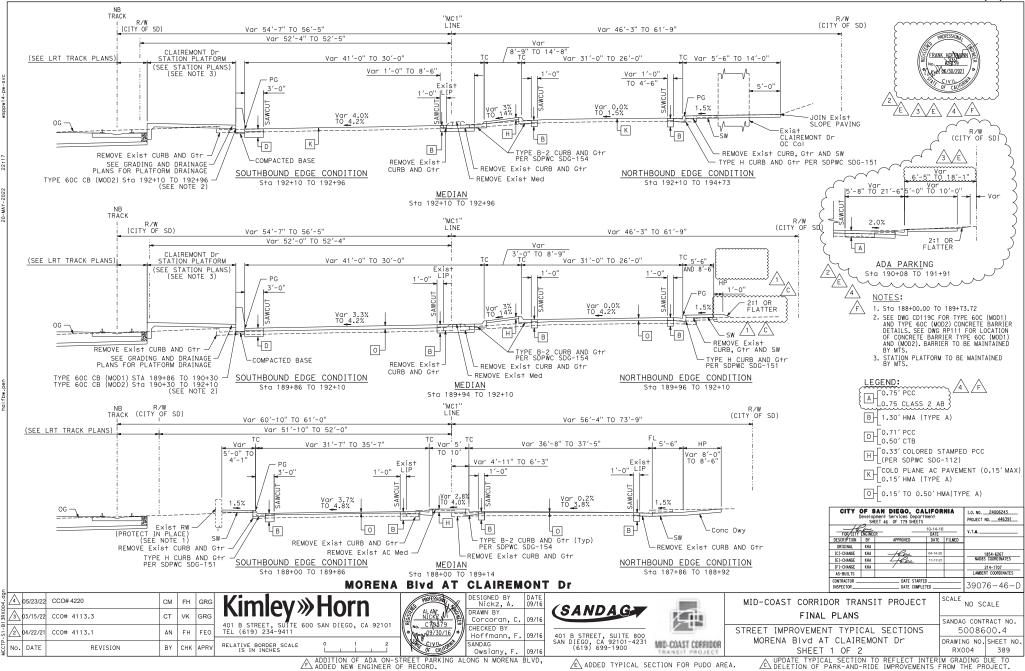
REVEGETATION GENERAL NOTES: ALL PROJECT REVEGETATION AREAS SHALL CONFORM TO THE REQUIREMENTS DECRIBED IN "CONCEPTUAL REVEGETATION PLAN FOR THE NORTH CITY PROJECT, CITY OF SAN DIEGO, CALIFORNIA" LEGEND EROSION CONTROL AREA (TEMPORARY IMPACT AREA) NATIVE EROSION CONTROL HYDROSEED MIX TO BE USED -EX 8" FUEL (ABND) EX IO' VCP SWR CONCRETE CHANNEL TO BE RESTORED POST CONSTRUCTION EX 36" RCP SD -EX, 72" PLRCP SWR LIMIT OF IMPACT NORTHING **EASTING** 6268137.97 1861690.79 WEST MORENA BOULEVARD 1861650.11 6268184.97 PROP 8" FUEL WITH 20' CASING 1861669.55 6268196.34 1861702.54 6268202.26 103 1861806.03 6268157.07 1861816.16 6268131.24 105 1861810.36 6268114.27 -PROP 30' BRINE CENTRATE LINE 1861820.17 6268107.81 1861819.28 6268061.10 1861776.74 6268085.47 1861777.25 6268||2.67 1861772.86 6268119.01 1861707.72 6268|53.08 6268151.75 1861700.38 AREAS NOT PAVED PRE-CONSTRUCTION WILL BE STABILIZED POST-CONSTRUCTION FOR EROSION CONTROL EX 8" VCP SWR EX IO" VCP SWR -- LIMIT OF IMPACT TECOLOTE CHANNEL CROSSING SEE SHEET 171 C-199C R CONCRETE CHANNEL TO BE RESTORED TO PRE-CONSTRUCTION CONDITIONS PLANS FOR THE CONSTRUCTION OF PWP MORENA CONVEYANCE SOUTH REVEGETATION PLAN TECOLOTE CREEK CROSSING STA. 713+00 TO STA. 719+00 W. MORENA BLVD. CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 211 OF 339 SHEETS SEWER B-15141 J. BERMUDO PROJECT MANAGER A. ABUTIN PROJECT ENGINEER DESCRIPTION APPROVED DATE FILMED **ORIGINAL** SEE SHEETS CCS27 COORDINATE SEE SHEETS CCS83 COORDINATE DATE STARTED _ DATE COMPLETED _

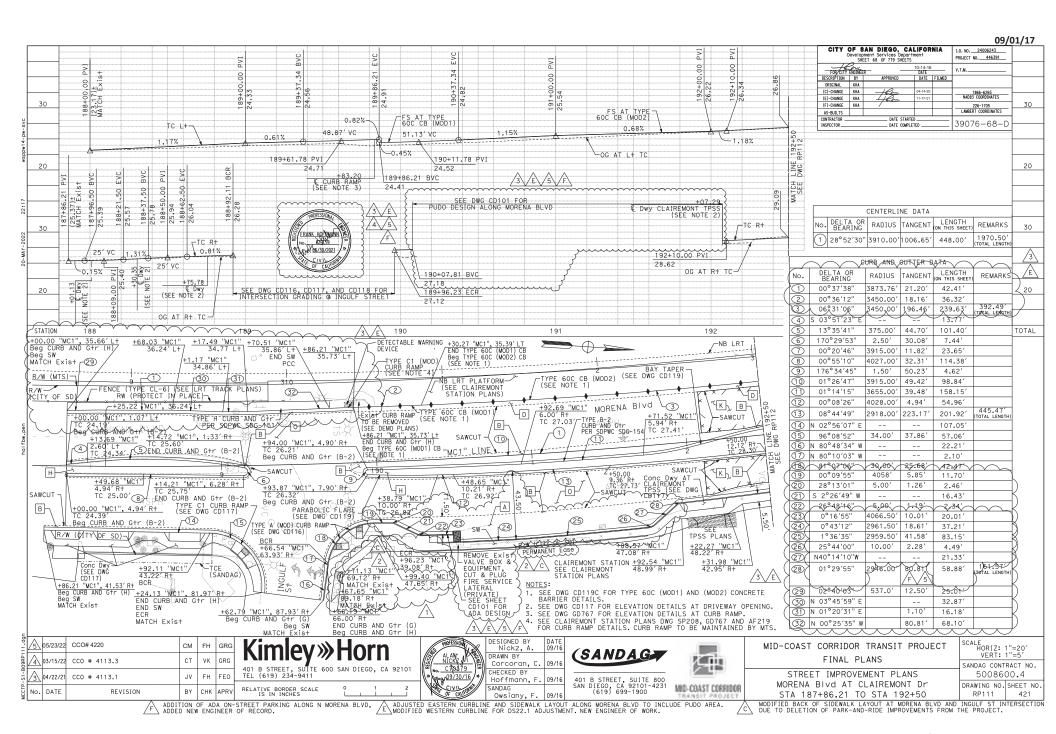
Morena Pipeline K-25-2169-DBB-3-A-C

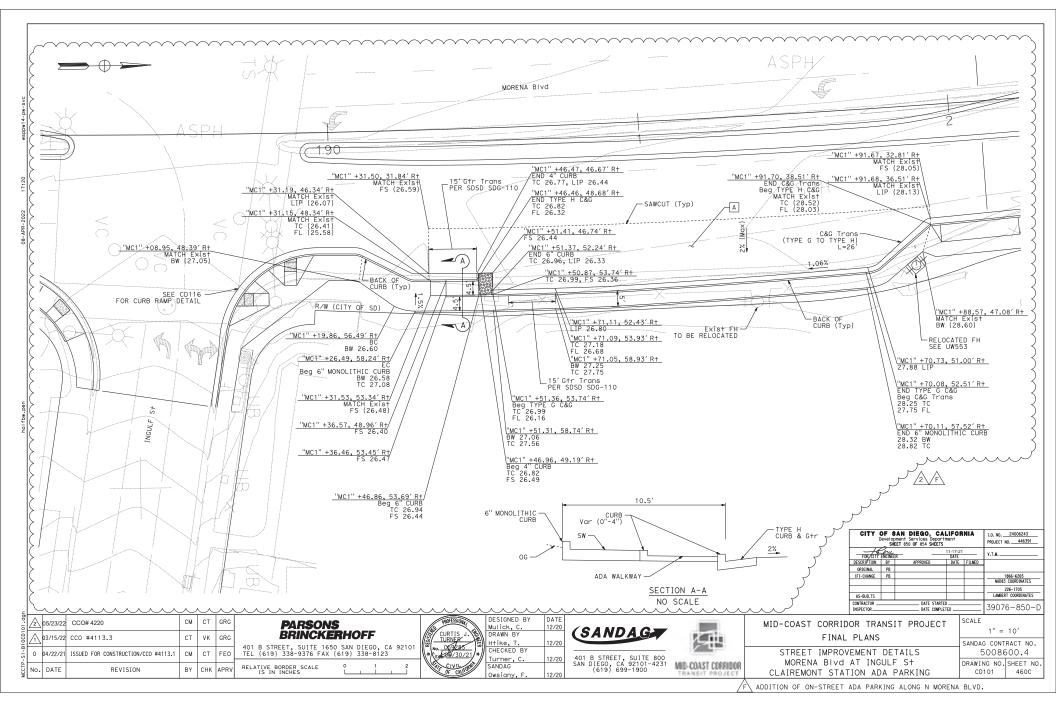
APPENDIX O

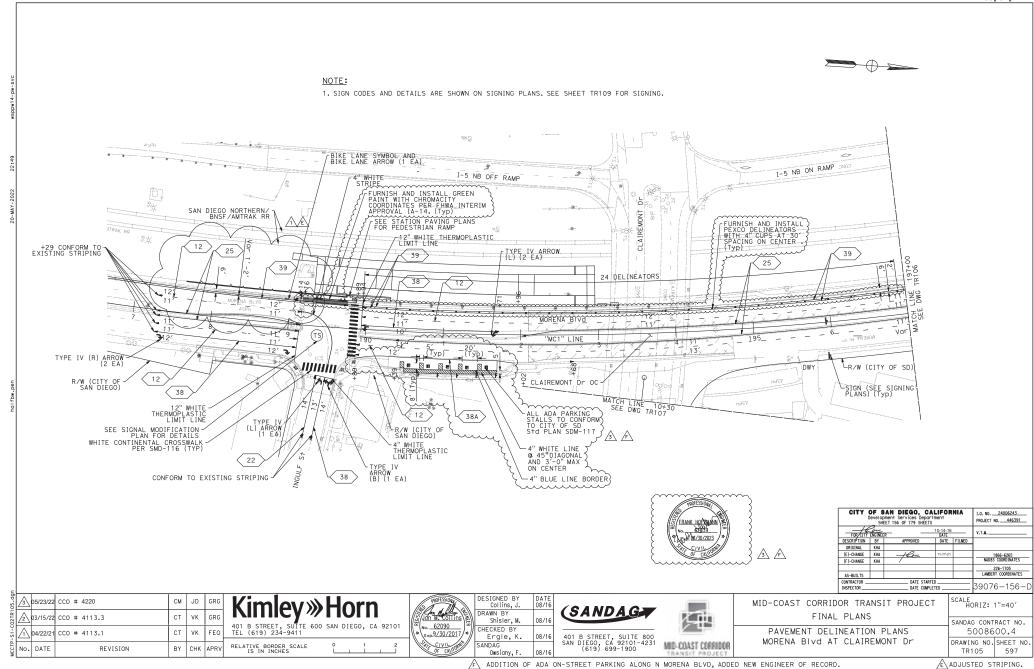
MORENA BLVD ADA PARKING PLANS



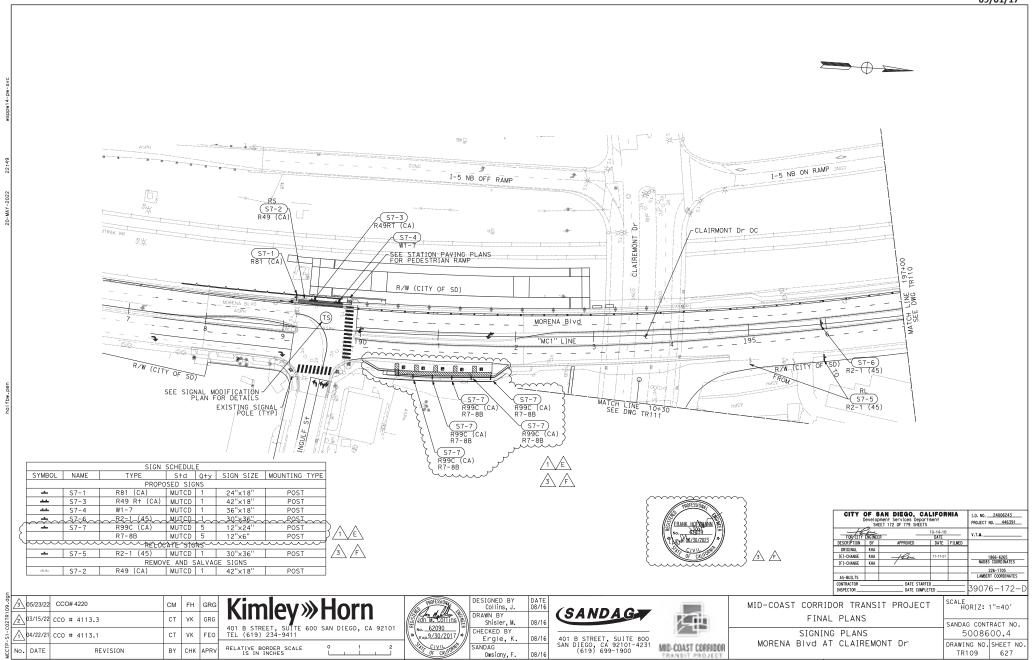






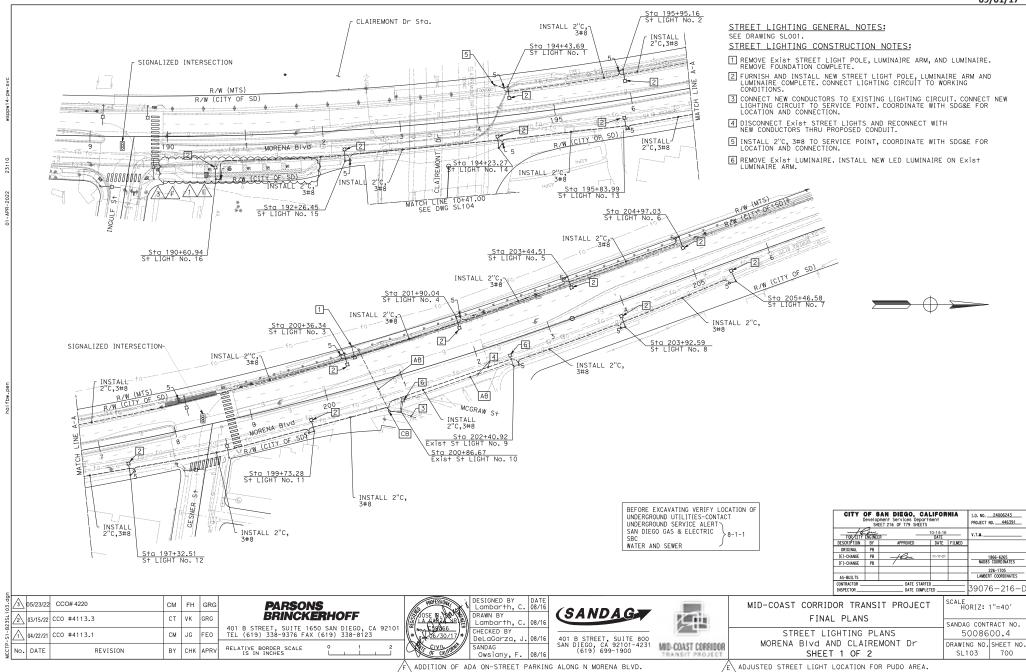


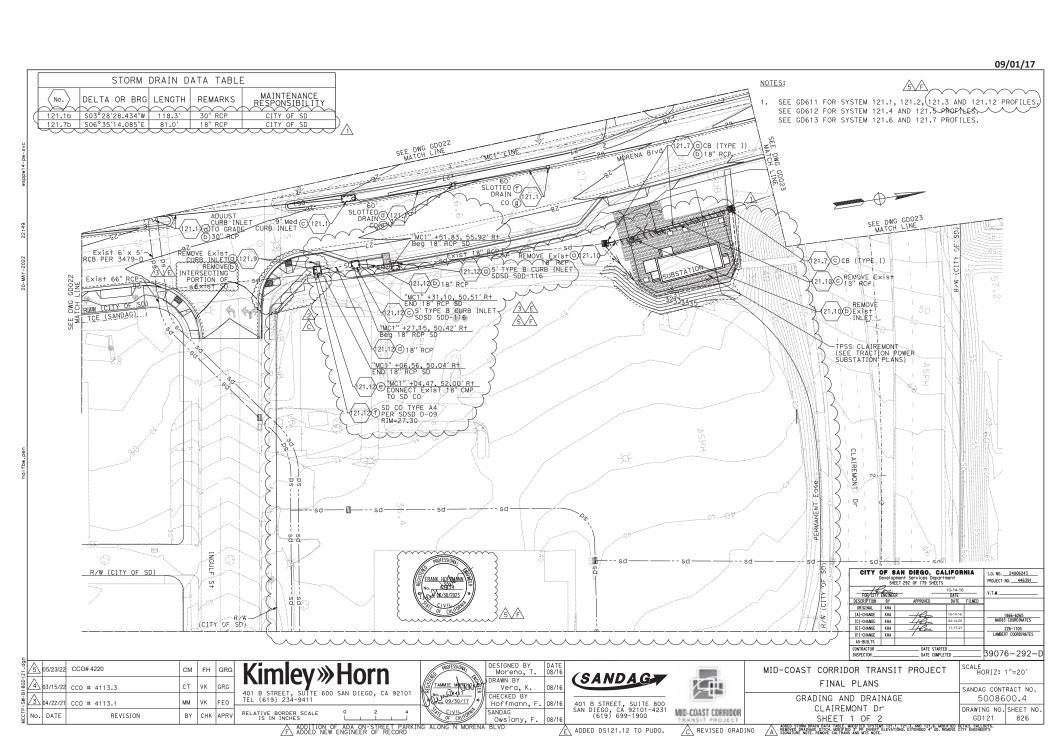
09/01/17

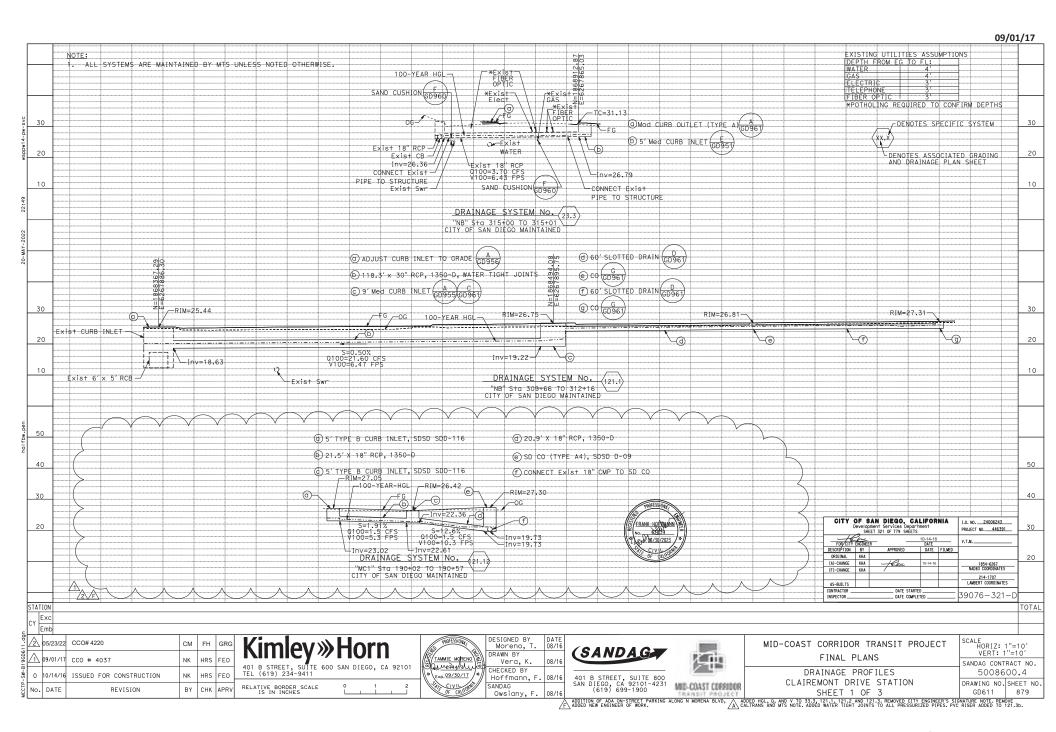


ADDITION OF ADA ON-STREET PARKING ALONG N MORENA BLVD, ADDED NEW ENGINEER OF RECORD.

E ADJUSTED SIGNAGE FOR PUDO AREA.







SYMBOLS:

WATER

Swr

SD

OVERHEAD

OVERHEAD CABLE

HP GAS

WATER

LEGEND:

FIBER OPTICS

TELECOMMUNICATION

FACILITIES TO BE CONSTRUCTED

NOTE: LEGEND WILL FOLLOW CALTRANS STANDARD PLANS AND THE FOLLOWING: "ALG" X+XX.XX = "ALG" X+XX.XX, 0.00' L+/////w//////////// - Abn WATER MAIN

-(W)

Elect

Tel

FASEMENTS AND R/W

Exist FACILITIES

Prop R/W

- w - CITY OF SAN DIEGO

SDG&E

- SDG&F

AT&T

- AT&T

SDG&E

SDG&E

- e —(oh)-

- + --- -(oh)-

----tv----

Temp Const EASEMENTS

- TELEPACIFIC TELECOMMUNICATIONS

- TIME WARNER TELECOM

- COX COMMUNICATIONS

- XO COMMUNICATIONS - (NCTD)

- QUALCOMM, INC.

 CITY OF SAN DIEGO - CITY OF SAN DIEGO

- LEVEL 3 COMMUNICATIONS

- VZN (VERIZON BUSINESS) - NEXTG NETWORKS

PROPOSED EASEMENTS

- CITY OF SAN DIEGO

- CITY OF SAN DIEGO

- AT&T TCG/LNS

- TIME WARNER

- SDG&E COPPER

---(S)

H++++++8++++++++

- STORM DRAIN STRUCTURE

- Exist FH

- WATER SERVICE

- Swr LATERAL - MANHOLE

========== - TRENCH RESURFACING

ABBREVIATIONS:

NOTE: ABBREVIATIONS WILL FOLLOW CALTRANS STANDARD PLANS AND THE FOLLOWING:

ELECTRICAL TRANSMISSION LINES WITH 69kV OR GREATER VOLTAGE 69+kV

Abn ABANDONED ANGLE POINT

CIP CML&CS CAST IRON PIPE CEMENT MORTAR LINED AND COATED STEEL PIPE

CALTRANS DOMESTIC COLD WATER DUCTILE IRON DUCTILE IRON PIPE

DWG ESVC DRAWING EXTRA STRENGTH VITRIFIED CLAY PIPE HIGH PRESSURE KILOVOLT

MID-COAST MTS PE

KILOVOLT
LIGHT RAIL TRANSIT
MID COAST CORRIDOR TRANSIT PROJECT
METROPOLITAN TRANSIT SYSTEM
POLYETHYLENE
PLASTIC LINED REINFORCED CONCRETE PIPE
POINT OF CONNECTION
REINFORCED CONCRETE STEEL CYLINDER PIPE
REDUCED PRESSURE BACKFLOW PREVENTION DEVICE
STEEL CYLINDER ROD WRAPPED
SAN DIEGO GAS AND ELECTRIC
TRACTION POWER SUBSTATION PERCP

POC RCSC RPBP

SDG&E TPSS TRACTION POWER SUBSTATION UNKNOWN UNITED STATES OF AMERICA

GENERAL NOTES:

- ALL UNUSED EXISTING METER BOXES MUST BE REMOVED BY CONTRACTOR. PAVEMENT MUST BE RESTORED BY CONTRACTOR.
- 2. NO SHRUBS MORE THAN 3 FEET IN HEIGHT AT MATURITY OR TREES ALLOWED WITHIN 10 FEET OF ANY PUBLIC SEWER MAINS OR SEWER LATERALS OR/AND FIRE HYDRANTS, AND 5 FEET OF ANY WATER MAINS OR WATER SERVICES. NO TREES OR ANY KIND OF LANDSCAPI SHALL BE INSTALLED WITHIN WATER/SEWER ACCESS EASEMENT.
- 3. MTS & UCSD WATER METER COVERS SHALL BE LABELED ACCORDING TO THE RESPECTIVE OWNERSHIP.
- 4. ALL WATER AND SEWER TO BE MAINTAINED BY CITY OF SAN DIEGO UNLESS NOTED AS PRIVATE, MTS OR UCSD.

WATER NOTES

- 1. LOCATE WATER SERVICE (METER BOX) AND SEWER HOUSE CONNECTIONS (SEWER CLIEANOUT) OUT OF DRIVEWAYS AND WALKWAYS (UNLESS OTHERWISE APPROVED BY THE R.E.). SEWER AND WATER HOUSE CONNECTIONS SHALL BE LOCATED NO LESS THAN 5 FEET AWAY FROM DRIVEWAYS. THE SEWER LATERAL AND THE WATER SERVICE LINE SHALL BE SEPARATED AT A HORIZONTAL DISTANCE OF 5 FEET AND VERTICAL DISTANCE OF 1 FOOT (WITH THE WATER SERVICE AT THE 1. HIGHER LEVATION). THE SEWER LATERAL AND THE WATER SERVICE LINE SHALL BE INSTALLED IN THE RELATIVE LOCATION SO THAT THE SEWER LATERAL IS LOCATED IN THE DOWNSTREAM DIRECTION OF THE STREET. IF THE ABOVE CRITERIA CANNOT BE MET, THE SEWER LATERAL AND THE WATER SERVICE LINE SHALL BE SEPARATED BY 10 FEET.
- 2. ALL CONNECTIONS TO EXISTING WATER MAINS ARE TO BE DONE BY THE CITY'S WATER DEPARTMENT FOR WHICH THE FOLLOWING FEES WILL BE CHARGED. IF THE CONNECTIONS ARE NOT READY TO BE MADE AND THE FEES PAID BEFORE SEPTEMBER 13, 2017, THE CITY RESERVES THE RIGHT TO ADJUST THE FEES ACCORDING TO THE FEE SCHEDULE IN EFFECT AT THE TIME THE CONNECTIONS ARE MADE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EXPOSE THE EXISTING MAIN AT THE CONNECTION POINT AND TO INSTALL THE MAIN AT THE ALIGNMENT AND GRADE WHICH WILL PERMIT THE CITY TO MAKE A STRAIGHT—IN CONNECTION WITHOUT USING MORE THAN 10 LINEAL FEET OF PIPE.

WATER MAIN CONNECTION TABLE

ſ	ITEM	1 No	ο.	COST	TYPE OF CONNECTION	SHEET
Γ	ITEM	No.	1:	\$3,509	2" WATER SERVICE EXTENSION	UW551
Æ	-LTEM	Nox	ν2÷\	\$254	-WET_JAP_NEW_1"\SERVICE\	UW552/
([
Ī	I TEM	W6.	4.1	\$254	-WET/TAP/NEW 2/SERVICE	OW553-
ſ	ITEM	No.	5:	\$280	SHUTDOWN FH FOR EXTENSION	UW550
ſ	ITEM	No.	6:	\$254	WET TAP NEW 1" SERVICE	UW555
ſ	ITEM	No.	7:	\$254	WET TAP NEW 1" SERVICE	UW556
ſ	ITEM	No.	8:	\$254	WET TAP NEW 1" SERVICE	UW556
ſ	ITEM	No.	9:	\$245	KILL 1" SERVICE (INSPECTION ONLY)	UW551
	ITEM	No.	10:	\$254	WET TAP NEW 2" SERVICE	UW558
	ITEM	No.	11:	\$118	RECHARGE FIRE HYDRANT	UW550
	ITEM	No.	12:	\$8798	8" × 8" × 8" TEE CUT-IN W/ 2-8" GATE VALVES (PREMJUM JIME)	UW554
1	ITEM	No.	13:	\$2,833	8" TEMPORARY CUT AND PLUG	UW556D
(LIEM	MQ.	-14:	\$4,174	8" X 8" STRAIGHT-IN CONNECTION	_UW556D
Æ	JTEM-	₩.	-\$\$ > -	$\wedge \wedge$	- 8 SERMANGATI SUIT AND SAR	\umage_
	TTEM	\sim	16:		~8"~\$HU1DOMN;^8"%8"%6"^FEE_AEMOYAC;^\ ~8"~RV6\REPLAGEMENT;~8"~RECHARGE\	UW551
(TEM	Ñó.	17:	سيت	THE TREMOVAL	ÚW\$53^
J	ITEM	No.	18:	-	16"×6" TEE CUT-IN W/ 6" GV	UW553

- 3. ALL VALVES WILL BE FLANGED TO CROSSES AND TEES. ONLY GATE VALVES SHALL BE USED IN FIRE HYDRANT INSTALLATIONS.
- 4. ALL BURIED DUCTILE IRON PIPES, FITTINGS, VALVES, AND APPURTENANCES SHALL HAVE CORROSION CONTROL MEASURES AS REQUIRED BY THE CITY OF SAN DIEGO'S SEWER AND WATER DESIGN GUIDES. IF THE CORROSIVITY OF THE SOIL HAS NOT BEEN DETERMINED BY JOBS-SPECIFIC TESTING, ALL BURIED DUCTILE IRON PIPE AND FITTINGS SHALL BE INSTALLED WITH A BONDED DIELECTRIC COATING AND CATHODIC PROTECTION. BONDED DIELECTRIC COATINGS SHALL BE 24 MIL DFT FUSION BONDED POXY (AWWA C213), OR POLYURETHANE (AWWA C213), CAUCH, LIGHT POXY (AWWA C213), OR POLYURETHANE (AWWA C222), A COLD, FIELD APPLIED, THREE-PART PETROLEUM WAX TAPE COATING SYSTEM (AWWA C217) MAY BE SUBMITTED FOR BONDED DIELECTRIC COATING, IF APPROVED BY THE RESIDENT.
- 5. ALL PROPOSED WATER AND SEWER FACILITY INSTALLATIONS SHALL BE CONSTRUCTED WITH MATERIALS CURRENTLY LISTED IN THE MOST CURRENT EDITION OF THE CITY OF SAN DIEGO WATER UTILITIES DEPARTMENT APPROVED MATERIALS LIST AS REFERENCED IN THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, RECENT REVISIONS INCLUDE BUT ARE NOT LIMITED TO THE REQUIREMENT FOR POLYMER CONCRETE WATER METER BOXES INSTEAD OF STANDARD PRECAST CONCRETE WATER METER BOXES.
- 6. ALL HORIZONTAL SEPARATION DIMENSIONS SHOWN BETWEEN WATER AND SEWER MAINS SHALL BE MEASURED FROM THE NEAREST EDGE OF EACH PIPELINE PER STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, BASIC SEPARATION STANDARDS.
- 7. NO TREES ALLOWED WITHIN 10 FEET OF ANY SEWER MAIN OR SEWER LATERAL, FIRE HYDRANTS, WATER AND RECLAIMED WATER MAIN OR
- 8. ALL EXISTING UNUSED SEWER LATERALS SHALL BE PLUGGED AT THE PROPERTY LINE OR FACE OF SHORING BY CONTRACTOR.

	CITY	evelor	AN DIEGO, CA	tment	NIA	1.0. NO24006243 PROJECT NO446391	
	FOR CITY	SHI	V.T.M				
	DESCRIPTION	BY	APPROVED	DATE	FILMED		
	ORIGINAL	PB				1	
	(B)-CHANGE	PB	How.	11-15-19		1854-6267	
	(D)-CHANGE	PB	Hom.	16 m 08-24-20		NAD83 COORDINATES	
	(F)-CHANGE	PB PB	/			214-1707	
	AS-BUILTS					LAMBERT COORDINATES	
	CONTRACTOR DATE STARTED 39076-697-D						
)(OR TRANSIT PROJECT SCALE NO SCALE					NO SCALE	

51.dç	A	05/23/22	CCO# 4220	СМ	FH	GRG
004005	<u>6</u>	11/19/21	CCO #4153.2	JL	VK	FEO
SW-D	<u></u> 5	07/02/20	CCO #4153.1	JL	VK	FEO
MCCTP	No.	DATE	REVISION	BY	СНК	APRV

PARSONS BRINCKERHOFF

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101 TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE IS IN INCHES



×.,	DESIGNED BY Li, J.	DATE 09/16
1881	DRAWN BY	
ᄱᅘᆘ	Ornelas, J.	09/16
-1.71	CHECKED BY	
**//	Samii, H.	09/16
> //	SANDAG	
/	Owsiany, F.	09/16



401 B STREET, SUITE 800 SAN DIEGO, CA 92101-4231 (619) 699-1900

/	
MID-COAST CORRIDOR	

MID-COAST	CORRIDOR	TRANSIT	PROJECT				
FINAL PLANS							
UT	ILITY CON	NECTIONS					

ıs GENERAL NOTES, SYMBOLS AND ABBREVIATIONS

SANDAG CONTRACT NO. 5008600.4 DRAWING NO. SHEET NO. UG551 4228

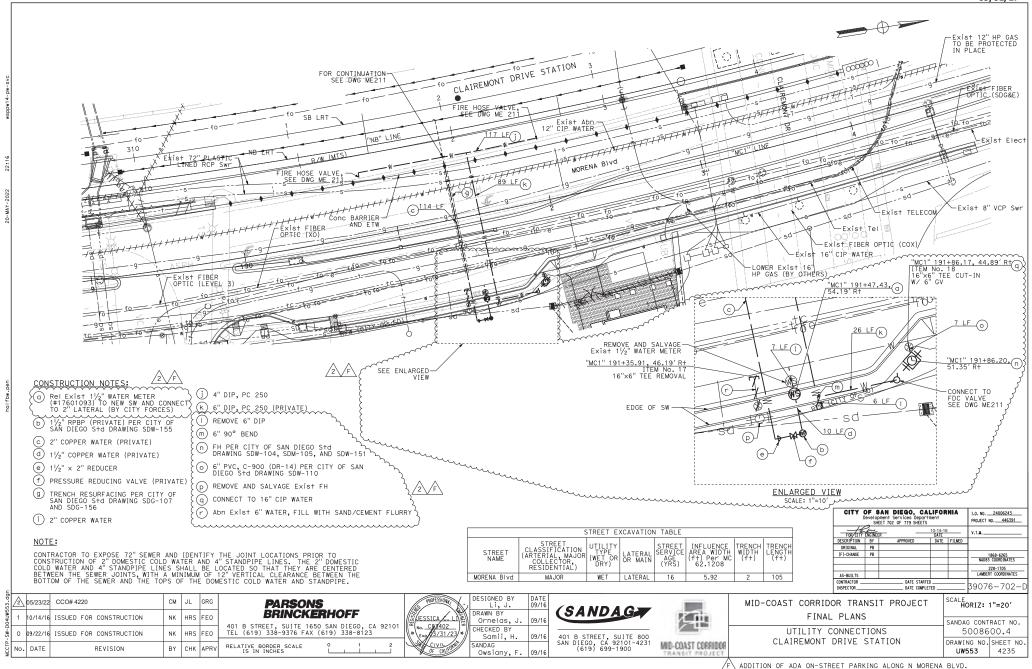
ADDITION OF ON-STREET ADA PARKING ALONG N MORENA BLVD.

D REVISED WATER MAIN CONNECTION TABLE

ADDED ITEMS TO WATER MAIN CONNECTION TABLE.

REVISED R/W SYMBOLS. ADDED GENERAL NOTE.





APPENDIX P

SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activites 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 Acitivities

- Maintain stabilized construction entrances/exits
- O Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- O Redress and restabilize erosion or rilling greater than 1-inch deep
- O 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
- O Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- o Repair or remove any vehicle/equipment that leaks
- o Remove any accumulation in drip pans or containment
- o Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

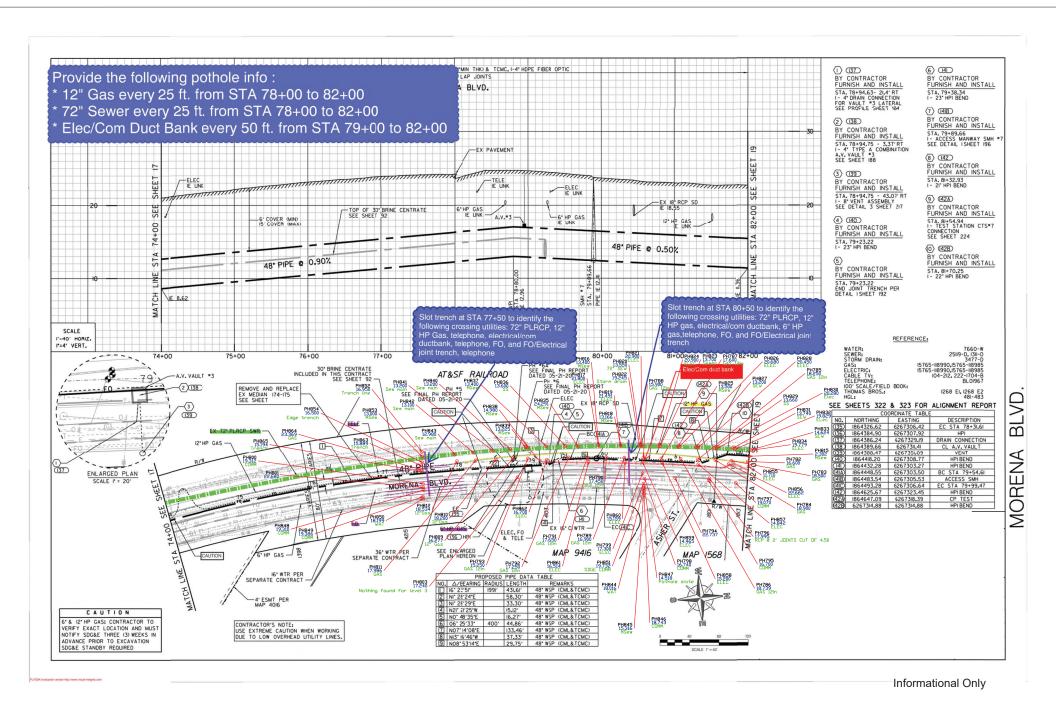
Project Title: WBS/IO No: WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

APPENDIX Q

POTHOLING INFORMATION

Potholing data is for informational purposes only and has not been verified. Contractor shall be responsible for verifying all utility locations.



Pure Water Pipeline South & Middle (FORCEMAIN) "all measurements taken to the nearest 1/4"																					
		ruie	vvalei	ripeili	le South &	wiidale	(I OKCL	INIAIN)	I BLANIC	OCATION		LOCATION	PROPOS		I ppopo	SED LINE	B/W	B/W	Г		
Rover#	Northing	Easting	DRAWING #	PLAN STATION	ACTUAL STATION	OFFSET	SIZE	MATERIAL/DESCRIPTION	TOP	вот	TOP	вот	тор	вот	OVER / UNDER	CROSSING	PROPOSE D AND PLAN LINE	PROPOSE D AND ACTUAL	CONFLICT ? (Y/N)	NOTES	
PH 801	1864244.821	6267324.996	C-09		77+49.50	19.1	6"	HIGH PRESSURE GAS LINE			19.08	18.53			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 6" GAS LINE IN CONFLICT	
PH 800	1864244.864	6267319.823	C-09		77+49.70	13.98	4"	LEVEL 3 MCI			19.31	18.98			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/5; LEVEL 3 CONFLICT	
PH 803	1864373.999	6267321.85	C-09		78+03.33	13.42	4"	LEVEL 3 MCI			18.63	18.26			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/5; LEVEL 3 CONFLICT	
PH 793	1864390.338	6267297.316	C-09		78+95.00	-10.7	12"	HIGH PRESSURE GAS LINE			15.25	14.19			OVER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
STKPT 2	1868709.902	6269027.048	C-09		79+03.60	23.26	1.5" & 4"	LEVEL 3 CONDUIT CLUSTER			17.03	16.66			UNDER	PARALLEL			Е	EXTRA WORK POTHOLE PERFORMED 5/1; 7 EACH 1.5" CONDUITS WITH 1 EACH 4" CONDUI	
STKPT 3	1869595.601	6270824.065	C-09		79+49.88	23.2	1.5" & 4"	LEVEL 3 CONDUIT CLUSTER			17.03	16.66			UNDER	PARALLEL			Е	EXTRA WORK POTHOLE PERFORMED 5/1; 7 EACH 1.5" CONDUITS WITH 1 EACH 4" CONDUIT	
PH 792	1864445.806	6267300.587	C-09		79+51.80	-2.86	12"	HIGH PRESSURE GAS LINE			17.25	16.19			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 791	1864471.323	6267302.619	C-09		79+77.30	-1.8	12"	HIGH PRESSURE GAS LINE			17.65	16.59			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
STKPT 4	1869856.762	6271042.633	C-09		79+85.77	24.3	1.5" & 4"	LEVEL 3 CONDUIT CLUSTER			17.20	16.83			UNDER	PARALLEL			Е	EXTRA WORK POTHOLE PERFORMED 5/1; 7 EACH 1.5" CONDUITS WITH 1 EACH 4" CONDUIT	
PH 790	1864496.906	6267304.936	C-09		80+02.80	-2.1	12"	HIGH PRESSURE GAS LINE			17.45	16.39			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 789	1864521.64	6267307.26	C-09		80+27.70	-2.9	12"	HIGH PRESSURE GAS LINE			17.45	16.39			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 788	1864547.37	6267309.697	C-09		80+53.50	-3.77	12"	HIGH PRESSURE GAS LINE			15.90	14.84			UNDER	CROSSING				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 798	1864546.556	6267337.997	C-09		80+56.30	24.38	1.5" & 4"	LEVEL 3 CONDUIT CLUSTER			16.75	16.38			UNDER	PARALLEL			Е	EXTRA WORK POTHOLE PERFORMED 5/4; 7 EACH 1.5" CONDUITS WITH 1 EACH 4" CONDUIT	
PH 787	1864571.68	6267312.531	C-09		80+78.00	-4	12"	HIGH PRESSURE GAS LINE			17.60	16.54			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 794	1864588.275	6267341.052	C-09		80+98.00	22	4"	LEVEL 3 MCI			16.25	15.88			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/3; LEVEL 3 CONFLICT	
PH 786	1864597.818	6267315.313	C-09		81+04.31	-4.57	12"	HIGH PRESSURE GAS LINE			18.74	17.68			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 785	1864621.133	6267318.142	C-09		81+27.80	-4.6	12"	HIGH PRESSURE GAS LINE			18.25	17.19			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 795	1864633.339	6267347.632	C-09		81+34.00	25.3	4"	LEVEL 3 MCI			16.70	16.33			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/3; LEVEL 3 CONFLICT	
PH 796	1864634.524	6267344.985	C-09		81+36.60	22.9	4"	STORMDRAIN			17.95	17.58			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/3	
PH 784	1864644.842	6267321.022	C-09	81+51.19	81+52.00	2	12"	HIGH PRESSURE GAS LINE	18.88	17.88	18.90	17.84	15.60	11.60	UNDER	CROSSING	2.27	2.23	N	EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 783	1864666.505	6267323.583	C-09		81+76.00	7.9	12"	HIGH PRESSURE GAS LINE			18.50	17.44			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 782	1864688.695	6267326.643	C-09		81+98.5	7.4	12"	HIGH PRESSURE GAS LINE			18.50	17.44			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/2; 12" GAS LINE IN CONFLICT	
PH 799	1864544.494	6267330.645	C-10		83+53.50	17.4	18"	CLAY ELEC DUCT BANK			17.30	15.80			UNDER	PARALLEL				EXTRA WORK POTHOLE PERFORMED 5/4; CLAY DUCT BANK	
PH 844	1864544.568		C-09		80+55.021	37.748	16"	WATER			22.42	18.02			UNDER	PARALLEL				EXTRA WORK POTHOLE 6/13; WATER LINE	
PH 845	1864544.285	6267354.454	C- 09		80+56.12	41	8"	SEWER			22.116	15.32			OVER	PARALLEL			Y	EXTRA WORK POTHOLE 6/13; SEWER LINE	
PH 846 PH 847	1864544.114 1864545.372	6267358.417	C-09		80+56.473	44.973	4"X4"	TELECOM			21.848 22.518	18.748			UNDER	PARALLEL			N	EXTRA WORK POT HOLE 6/13; ATT CONDUIT	
PH 847		6267347.411	C-09		80+56.317	33.889	N/A	N/A SDGE COMM DUCT			22.518	14.518 19.305			UNDER	N/A PARALLEL			N	EXTRA WORK POTHOLE 6/13; EDGE OF POTHOLE	
PH 848 PH 849	1864245.213 1864243.448	6267328.674 6267337.38	C-09 C-09		77+50 77+48.04	22.83 31.519	16" 20"	ATT COMM DUCT			21.886	19.305			UNDER	PARALLEL			N N	EXTRA WORK POTHOLE; SDGE COMM DUCT EXTRA WORK POTHOLE: ATT CONDUIT	
PH 850	1864243.527	6267340.291	C-09		77+48.05	34.421	16"	WATER	-	-	21.599	18.199			UNDER	PARALLEL		-	N N	EXTRA WORK POTHOLE; WATER LINE	
PH 851	1864544.485	6267344.644	C-09		77+55 098		10	SDGE COMM DUCT				19 732			UNDER	PARALLEL				EXTRA WORK POTHOLE, WATER LINE EXTRA WORK POTHOLE: SDGE COMM DUCT	
PH 851 PH 852	1864247.027	6267276.549	C-09		77+55.098 77+52.50	31.249 -29.1	8"	TRENCH CROSSING			22.732 24.95	16.95			UNDER	PARALLEL			N N	EXTRA WORK POTHOLE; SDGE COMM DUCT	
PH 853	1864246.844		C-09		77+52.50	-29.1	72"	SEWER			24.95	13			OVER	PARALLEL			N N	EXTRA WORK POTHOLE, 8 TRENCH CROSSING EXTRA WORK POTHOLE: SEWER LINE	
PH 854	1864246.654		C-09		77+51.81	-14.9	8"	TRENCH CROSSING	-	-	24.0	16.5			UNDER	PARALLEL		-	N N	EXTRA WORK POTHOLE, SEWER LINE EXTRA WORK POTHOLE, SEWER LINE	
PH 855	1864689.238	6267290.901	C-09		82+00	14.179	N/A	ELECTRIC DUCT BANK	-	-	22.51	11.71			OVER	PARALLEL		-	N N		
PH 856	1864662.486		C-09		81+67.76	12.86	N/A	ELECTRIC DUCT BANK	-	-	22.51	22.66			UNDER	PARALLEL		-	N	EXTRA WORK POTHOLE; ELEC 69KU DB EDGE	
PH 856	1864621.102	6267324.753	C-09	—	81+67.76	12.86	N/A N/A	ELECTRIC DUCT BANK	-	-	22.85	14.85		-	UNDER	PARALLEL			N N	EXTRA WORK POTHOLE; ELEC 69KU DB EDGE EXTRA WORK POTHOLE; ELEC 69KU DB EDGE	
PH 857	1864572.502	6267318.687	C-09	-	81+28.595 80+79.6	1.5	N/A N/A	ELECTRIC DUCT BANK	+	<u> </u>	22.85	14.85		<u> </u>	UNDER	PARALLEL			N N	EXTRA WORK POTHOLE; ELEC 69KU DB EDGE EXTRA WORK POTHOLE: FLEC 69KU DB	
PH 858 PH 859				-	80+79.6 80+52.650	2			-	 	23 165	15.2		 	UNDER	PARALLEL					
PH 859 PH 860	1864545.748 1864521.965	6267315.386	C-09 C-09	-	80+52.650 80+28.8	2.777	N/A N/A	ELECTRIC DUCT BANK ELECTRIC DUCT BANK	-	 	23.165	14.465 15.159		 	UNDER	PARALLEL			N N	EXTRA WORK POTHOLE; ELEC 69KU DB EXTRA WORK POTHOLE: ELEC 69KU DB EDGE	
PH 860 PH 861	1864521.965	6267309.257	C-09	-	80+28.8 79+78.77	4.705	N/A N/A	ELECTRIC DUCT BANK	+	<u> </u>	23.45	15.159 16.514		<u> </u>	UNDER	PARALLEL			N N		
PH 861	1864472.291	6267301.365		—					-	-				-	UNDER	PARALLEL				EXTRA WORK POTHOLE; ELEC 69KU DB EDGE	
			C-09	-	79+20.75	-7.35	N/A	ELECTRIC DUCT BANK	₩	-	23.8	16.7		-					N	EXTRA WORK POTHOLE; ELEC 69KU DB EDGE	
PH 863	1864243.935	6267294.488	C-09		77+49	-11.369	8"	TRENCH CROSSING	-	├	23.889	15.889			UNDER	PARALLEL		-	N	EXTRA WORK POTHOLE; TRENCH CROSSING	
PH 864	1864243.983	6267300.713	C-09		77+49.076	-5.114	12"	GAS	-	├	23.369	19.769			UNDER	PARALLEL		-	N	EXTRA WORK POTHOLE; GAS LINE	
PH 865 PH 836	1864243.917 1864442 572	6267303.052	C-09	-	77+48.978 79+48.4	-2.806 -18.7	8"	EDGE OF TRENCH SEWER	₩	-	23.149	15.194 13.6		-	UNDER	PARALLEL			N N	EXTRA WORK POTHOLE; EDGE OF TRENCH	
	1001112.572	6267284.691	C-09	-			72"		₩	-				-					N	EXTRA WORK POTHOLE; SEWER LINE	
PH 837 PH 838	1864416.498	6267282.813	C-09		79+31.155 78+95.85	-24.7	72"	SEWER FLECTRIC DUCT BANK	-	├	24.5	13.4			OVER	PARALLEL PARALLEL		-	├	EXTRA WORK POTHOLE; SEWER LINE	
		6267282.337	C-09	-		25.75	N/A		₩	-	24.78	14.98		-					—	EXTRA WORK POTHOLE; ELEC 69KU DB EDGE	
PH 839	1864388.267	6267282.244	C-09	1	78+92.65	-25.73	72"	SEWER	1		24.725	13.225			OVER	PARALLEL				EXTRA WORK POTHOLE; SEWER LINE	

Informational Only

D11.040	1864367.179	6267282.772	0.00		78+71.56	04.07	701	OFIMED		24.6	40.0			O) ED	PARALLEL		EVERA WORK BOTHOLE OF WERLING
PH 840			C-09			-24.67	72"	SEWER			13.2		\vdash	OVER			EXTRA WORK POTHOLE; SEWER LINE
PH 841	1864343.61	6267283.054	C-09		78+48.05	-23.8	72"	SEWER		24.8	13.2			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 842	1864317.376	6267283.664	C-09		78+21.9	-22.5	72"	SEWER		24.7	13.1			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 843	1864291.428	6267283.92	C-09		77+96.25	-21.87	72"	SEWER		24.68	12.98			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 816	1864487.73	6267286.818	C-09		79+91.8	-19.0517	72"	SEWER		23.9	13.4			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 817	1864487.644	6267287.447	C-09		79+91.8	-19.0517	2"	PVC CONDUIT		23.9	21.8			UNDER	PARALLEL		EXTRA WORK POTHOLE; PVC CONDUIT
PH 818	1864517.701	6267289.152	C-09		80+21.5	-20.406	72"	SEWER		23.67	13.166			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 819	1864517.682	6267290.347	C-09		80+21.6	-19.181	2"	ELEC CONDUIT		23.591	21.491			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 820	1864545.41	6267292.301	C-09		80+49.4	20.29	72"	SEWER		23.25	13.55			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 821	1864546.349	6267293.212	C-09		80+50.4	-20	2"	ELEC CONDUIT		23.307.2	20.9			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 822	1864543.401	6267292.575	C-09		80+47.5	-20.2	24"	STORMDRAIN		23.3	19.2			UNDER	PARALLEL		EXTRA WORK POTHOLE; STORMDRAIN
PH 823	1864571.49	6267295.769	C-09		80+75	-20.65	72"	SEWER		23	13.7			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 824	1864569.178	6267295.71	C-09		80+75.4	-20.65	2"	ELEC CONDUIT		23	20.9			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 825	1864595.633	6267298.027	C-09		80+99.95	-21.44	72"	SEWER		22.818	13.5			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 826	1864596.563	6267299.347	C-09		81+00	-20.25	2"	ELEC CONDUIT		22.88	20.68			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 827	1864619.895	6267301.1	C-09		81+24.4	-21.457	72"	SEWER		22.5	13.2			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 828	1864622.523	6267302.232	C-09		81+27.15	-20.655	2"	ELEC CONDUIT		22.55	20.45			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 829	1864645.034	6267304.332	C-09		81+56.186	-14.157	72"	SEWER		22.36	13.66			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 830	1864648.011	6267305.306	C-09		81+58.9	-12.5	2"	ELEC CONDUIT		22.388	20.28			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 831	1864669.985	6267306.832	C-09		81+76.9	-9.178	72"	SEWER		22.14	13.74			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 832	1864672.976	6267308.262	C-09		81+80.15	-8.232	2"	ELEC CONDUIT		22.189	19.829			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 833	1864694.16	6267311.13	C-10		82+01.5	-8.674	72"	SEWER		22.073	13.973			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
PH 834	1864698.723	6267311.426	C-10		82+6.05	-9.082	2"	ELEC CONDUIT		22.079	19.779			UNDER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 835	1864459.583	6267287.053	C-09		79+65.044	16.98	72"	SEWER		24.23	13.63			OVER	PARALLEL		EXTRA WORK POTHOLE; x2 ELEC CONDUIT
PH 809	1864370.021	6267295.409	C-09		78+74.75	-12.121	12"	GAS		24.177	16.277			UNDER	PARALLEL		EXTRA WORK POTHOLE; GAS LINE
PH 810	1864346.967	6267295.091	C-09		78+51.68	-11.851	12"	GAS		24.214	18.2			UNDER	PARALLEL		EXTRA WORK POTHOLE; GAS LINE
PH 811	1864319.284	6267293.945	C-09		78+24.061	-12.279	12"	GAS		24.186	17.986			UNDER	PARALLEL		EXTRA WORK POTHOLE; GAS LINE
PH 812	1864293.606	6267293.08	C-09		77+98.48	-12.69	12"	GAS		24.2	18.534			UNDER	PARALLEL		EXTRA WORK POTHOLE; GAS LINE
PH 813	1868687.316	6268995.972	C-17		133+80.25	-3.56	N/A	ELEC STREET LIGHT			80.85			UNDER	PARALLEL		EXTRA WORK POTHOLE; ELECTRIC STREET LIGHT
PH 814	1868675.816	6268994.373	C-17		133+80.34	8.05	N/A	ELEC STREET LIGHT			80.4			UNDER	PARALLEL		EXTRA WORK POTHOLE; ELECTRIC STREET LIGHT
PH 815	1864691,241	6267319.561	C-10		82+99.9	0.106	72"	SEWER		22.304	2.304			OVER	PARALLEL		EXTRA WORK POTHOLE; SEWER LINE
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Informational Only

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

<u>Idling Limit</u>: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

<u>Labeling</u>: 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 Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and OHLA USA, Inc., herein called "Contractor" for construction of **Morena Pipeline**; Bid No. **K-25-2169-DBB-3-A-C**; in the total amount of <u>Sixty-Three Million</u>, One Hundred Thirty-Two Thousand, Four Hundred Thirty-Six Dollars and Twenty-Eight Cents (\$63,132,436.28), which is comprised of the Base Bid plus Additive Alternates <u>A-F</u>, consisting of an amount not to exceed \$4,991,685.35 for Phase 1, \$37,694,269.09 for Phase 2, and \$20,446,481.84 for Phase 3.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Morena Pipeline**, on file in the office of the City Clerk as Document No. **S-16027**, as well as all matters referenced therein.
- 2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
- 3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Morena Pipeline**, Bid Number **K-25-2169-DBB-3-A-C**, San Diego, California.
- 4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

Document No. RR-316134
Filed_____Office of the City Clerk
San Diego, California

CONTRACT AGREEMENT (continued)

- No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or 5. 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.
- This contract is effective as of the date that the Mayor or designee signs the agreement and is 6. approved by the City Attorney in accordance with San Diego Charter Section 40.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through it Mayor or designee, pursuant to Resolution No. R - 316134 authorizing such execution.								
THE CITY OF SAN DIEGO	APPROVED AS TO FORM							
ву	Heather Ferbert, City Attorney By							
Print Name: Alia Khouri Deputy Chief Operating Officer	Print Name: ADAM WARDER							
Date: 04/14/2025	Date: 4/15/25							
CONTRACTOR By								
Print Name: JoseDA Oleso								
Title: FREC. NO PRESIDENT								
Date: 3/20/25								
City of San Diego License No.: 202000405.	5							
State Contractor's License No.: 984140								
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)	REGISTRATION NUMBER: 1000000612							

S50BB 3-15-15 (R-2025-470)

RESOLUTION NUMBER R-

316134

DATE OF FINAL PASSAGE ____APR 0 \$ 2025

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING THE AWARD OF A CONTRACT TO OHLA USA, INC. FOR CONSTRUCTION OF THE MORENA PIPELINE, MORENA IMPROV 3, MORENA IMPROV 3A, MORENA PIPELINE (BL), AND MORENA BL MEDIAN PROJECTS AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

- A. On November 20, 2018, Council passed San Diego Resolution R-312062 authorizing the Mayor to award and execute construction contracts to the lowest responsible and reliable bidders for the North City Pure Water Phase I projects and other related funding actions. On November 1, 2021, City Council passed San Diego Resolution R-313764, approving Capital Improvement Program Budget for Pure Water Phase 1 and Pure Water Phase 2 and authorizing the Mayor to execute construction contracts to the lowest responsible and reliable bidders for Pure Water Phase 1.
- B. These authorizations included the authorization to award a construction contract for the Morena Pipeline project. However, since those authorizations occurred, the scope of Morena Pipeline project has been removed from the Pure Water Program and bundled with the Morena Improv 3 (Sewer), Morena Improv 3A (Water), Morena Pipeline (BL), and Morena Bl Median projects (collectively, the "Projects").
- C. In August 2024, the City began its solicitation process for construction of the Projects. OHLA USA, Inc. (OHLA) was determined to be the lowest responsible and reliable bidder. OHLA was provided a Notice of Intent to Award on January 17, 2025.

- D. The City now desires to award a contract to OHLA to construct the Projects for an amount not to exceed \$63,132,436.28, with the first phase not to exceed \$4,991,685.35 and all subsequent phases not to exceed \$58,140,750.93 (Contract).
- E. The Office of the City Attorney prepared this Resolution based on the information provided by City staff (including information provided by affected third parties and verified by City staff), with the understanding that this information is complete and accurate.

ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

- 1. The Council approves the Contract.
- 2. The Mayor or designee is authorized, on the City's behalf, to sign the Contract in an amount not to exceed \$63,132,436.28, with the first phase not to exceed \$4,991,685.35 and all subsequent phases not to exceed \$58,140,750.93. When signed by both parties, the Contract will be placed on file in the Office of the City Clerk as Document No. RR- 316134.
- 3. The Chief Financial Officer is authorized, contingent upon the Chief Financial Officer first certifying that the funds necessary for expenditure under the established Contract funding phases are, or will be, on deposit with the City Treasurer, to expend funds in an amount not to exceed \$63,132,436.28 for the purposes of fulfilling the City's obligation under the Contract as follows:
 - a. \$4,991,685.35 for the first phase of the Projects from CIP S-16027, Morena
 Pipeline, Fund 700010, Water Utility CIP;
 - b. \$58,140,750.93 for all subsequent phases from the funds identified below in the following estimated amounts:

- \$51,871,091.29 from CIP S-16027, Morena Pipeline, Fund 700010,
 Water Utility CIP;
- \$3,306,377.89 from CIP A-ID.00005, Street Resurfacing and Reconstruction, Fund 400881, General Fund Commercial Paper;
- iii. \$1,095,274.75 from CIP A-IA.00001, Bicycle Facilities [B-22107, Morena Pipeline (BL)], Fund 400169, Transnet Extension 70%;
- iv. \$1,119,497.00 from CIP A-JA.00001, Sewer Main Replacements[B-21064, Morena Improv 3 (S)], Fund 700008, Muni Sewer CIP;
- v. \$476,975.00 from CIP A-KB.00003, Water Main Replacements

 [B-22152, Morena Improv 3A (W), Fund 700010, Water Utility CIP;
 and
- vi. \$271,535.00 from CIP A-IG.00001, Median Installation [B-15015, Morena Bl Median], of which \$211,816.65 is from Fund 200118, Gas Tax St Impr-Ann and \$59,718.35 is from Fund 400169, Transnet Extension 70%.

APPROVED: HEATHER FERBERT, City Attorney

Ву

Adam R. Wander Deputy City Attorney

ARW:amt March 19, 2025 Or.Dept: E&CP Doc. No. 4000084

I certify that the Council of the City of San Die MAR 25 2025	ego adopted this Resolution at a meeting held on
	DIANA J.S. FUENTES City Clerk
	By <u>Connie Patteuror</u> Deputy City Clerk
Approved: $4(1/2)^{-}$ (date)	GODD GLORIA, Mayor
Vetoed:(date)	TODD GLORIA, Mayor

Passed by the Council of Tl	he City of San I	Diego on	MAR 2 5 2025	, by the follo	wing vote:
Councilmembers Joe LaCava Jennifer Campbell Stephen Whitburn Henry L. Foster III Marni von Wilpert Kent Lee Raul A. Campillo Vivian Moreno Sean Elo-Rivera	Yeas A A A A A A A A A A A A A A A A A A A	Nays	Not Presen	t Recused	
Date of final passage (Please note: When a resolute the approved resolute)		roved by the I			e is the
AUTHENTICATED BY:		Ma	TODD yor of The City of	GLORIA ^F San Diego, Calit	fornia.
(Seal)		City C	DIANA J.S. Elerk of The City o		ifornia.
		Ву <u>ф</u> Т	Cryptell M. For Connie Pi	edina Etterson	, Deputy
		Office of the	he City Clerk, San	Diego, Californi	a
	R	esolution Num	31 ber R	6134	

Passed by the Council of The City of San Diego on March 25, 2025, by the following vote:

YEAS:

LACAVA, CAMPBELL, WHITBURN, FOSTER III, VON WILPERT, LEE,

CAMPILLO, MORENO, & ELO-RIVERA.

NAYS:

NONE.

NOT PRESENT:

NONE.

RECUSED:

NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: <u>Linda Irvin</u>, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. <u>R-316134</u> approved on <u>March 25, 2025</u>. The date of final passage is <u>April 3, 2025</u>.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Jinda Sruin, Deputy

ATTACHMENT H

PROJECT LABOR AGREEMENT (PLA)



CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT

FOR

CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS

AND OTHER PROJECTS

DOCUMENT NO 21764

FILED FEB 13 2024

OFFICE OF THE CITY CLERK

SAN DIEGO, CALIFORNIA

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CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT FOR CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS AND OTHER PROJECTS

This Project Labor Agreement ("PLA") is entered into by and between the City of San Diego ("City"), the San Diego County Building and Construction Trades Council, AFL-CIO ("Council"), and the signatory Craft Unions ("Unions").

ARTICLE 1 RECITALS

WHEREAS, this PLA will be beneficial to the efficient delivery of City-procured projects included in the City's adopted Capital Improvements Program budget and other projects specifically identified by the City that are of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego; and

WHEREAS, the City is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the construction of City-procured projects included in the City's adopted Capital Improvements Program budget, the City aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are historically marginalized. The City supports policies that create careers, advance equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, the City desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Local Workers and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The City, Contractors and Unions will encourage Local Workers and Targeted Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, Contractors and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. The City, Contractors and Unions shall participate in outreach programs and provide education and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Local Workers and Targeted Workers; and

WHEREAS, it is further understood that the City shall administer the obligations under this PLA to ensure that the benefits of the PLA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. The City may designate a Project Labor Coordinator, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with the PLA. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2 DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

"Applicable Prevailing Wage Laws" means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

"Apprentice" means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

"Apprenticeship Program" means an apprenticeship program (i) approved by the State of California's Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

"Apprenticeship Readiness Program" means an apprenticeship readiness program authorized by North America's Building Trades Unions and the Council to teach the Multi-Craft Core Curriculum (MC3) and prepare Local Workers and Targeted Workers for entry into Apprenticeship Programs.

"City" means the City of San Diego.

"Contractor" means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term "Contractor" includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

"Core Employee" is defined in Article 4, Section 4.6(a).

"Council" means the San Diego County Building & Construction Trades Council.

"Covered Contract" means a prime contract or subcontract awarded for performance of Covered Work.

"Covered Professional Services Agreement" means either (1) a project specific consultant agreement for an individual Covered Project that includes Covered Work or (2) the following specialized as-needed consultant agreements that include Covered Work: (a) as needed construction management services; (b) as-needed geotechnical engineering services; (c) as-needed land surveying, mapping, and digitizing services; and (d) as-needed material testing services.

"Covered Project" means either: (1) a City-procured construction project included in the City's adopted Capital Improvements Program budget that is advertised with a City-estimated construction contract value of: (a) at least \$5 million in the first and second years of this PLA (July 1, 2024 to June 30, 2026); or (b) more than \$1 million thereafter; or (2) a construction project that is not procured by the City, but which is enumerated on Attachment A and for which a bid is advertised during the term of this PLA. The City Council may, by resolution at its sole discretion, include other construction projects for coverage under the PLA or exclude a Covered Project from coverage under the PLA.

"Covered Work" means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or asbuilt locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as "quality control" or "quality assurance," such work shall be included under the PLA if it satisfies the above criteria.

"Disadvantaged Business" means a business that is either: (1) a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5 that has been certified by either the California Department of Transportation ("Caltrans") or a Caltrans-approved California certifying agency; (2) a Minority Business Enterprise or a Woman Business Enterprise certified by Caltrans, a Caltrans-approved certifying agency or the California Public Utilities Commission ("CPUC"); or (3) a Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City of San Diego.

"Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA. The City may elect to assign City staff to perform the duties of the "Jobs Coordinator."

"Local Worker" means an individual domiciled in San Diego County, CA or a Veteran residing anywhere. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency.

"Master Agreement" means the local master labor agreement of a Union.

"Parties" means the City, the Council, and Unions.

"Prime Contractor" means the contractor awarded a Covered Contract in privity directly with the City.

"Project Labor Coordinator" means the designee(s) of the City, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

"Targeted Worker" means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

- (a) is a Veteran;
- (b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;
- (c) has no high school diploma or general education diploma (GED);
- (d) is homeless or has been homeless within the last year;
- (e) is a former foster youth;
- (f) is a custodial single parent;
- (g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);
- (h) is a current recipient of government cash or food assistance benefits;
- (i) has a documented income at or below 100 percent of the Federal Poverty Level;
- (j) has spent time in a jail, a youth correctional facility or a prison; or
- (k) is a graduate of an Apprenticeship Readiness Program approved to use the Multi-Craft Core Curriculum (MC3).

"Union" means any labor organization signatory to this PLA.

"Veteran" means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. §4215(a)).

"Workforce Dispatch Request Form" means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment C-1.

ARTICLE 3 SCOPE OF THE PLA

- Section 3.1 This PLA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.
- <u>Section 3.2</u> <u>Exclusions.</u> Items specifically excluded from the scope of this PLA include the following:
 - (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel (subject to definition of Covered Work), timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.
 - Off-site manufacturing, fabrication, maintenance, hauling of (b) equipment, machinery, or materials, and hauling of recyclable metals, such as copper, steel, and aluminum, that have been separated from other materials at the Covered Project jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser as defined in Labor Code section 1720.3. However, any lay down or storage areas for equipment, materials, and manufacturing (i.e., prefabrication) sites dedicated solely for the Covered Project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Covered Project in temporary yards or areas near the jobsite. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Covered Project. Hauling and delivery of materials used for paving, grading, and fill (which include ready-mixed concrete, soil, sand, gravel, rocks, and asphalt) onto a Covered Project jobsite are included under the PLA if the individual driver's work is integrated into the flow process of construction. Hauling of refuse from the Covered Project jobsite will also be covered by the terms and conditions of the PLA to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations.
 - (c) All employees of the City and Project Labor Coordinator.
 - (d) Employees of design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers, resident engineers, construction managers and their employees) and their sub-consultants.

- and other employees of professional service organizations, not performing manual labor within the scope of this PLA.
- (e) Any as-needed professional services agreement that does not meet the definition of Covered Professional Services Agreements, even if the agreement includes surveying and inspection work that requires payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester.
- (f) Any professional services agreement that was awarded prior to the effective date of the PLA. This exclusion also includes any subsequent amendment to a professional services agreement awarded prior to the effective date of the PLA that is necessary to complete a construction project.
- (g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, City, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City).
- (h) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, the City shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty.
- (i) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption.
- (j) Laboratory testing work.
- (k) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with Covered Projects.

- (l) Work on emergency contracts awarded pursuant to San Diego Municipal Code (SDMC) sections 22.3108 or 22.3208.
- (m) Work on a construction project that was not procured by the City except a project that is specifically enumerated as a Covered Project on Attachment A or is subsequently included and approved by the City Council by resolution at its discretion during the effective dates of this Agreement.

Section 3.3 Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders.

- (b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment B hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.
- (c) The City and all Contractors awarded Covered Work agree that, to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.
- Section 3.4 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the PLA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this PLA. The City agrees that it will make a reasonable effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Under no circumstance shall the City be required to forgo project funding due to potential application of this PLA. In such instance, the PLA and its terms shall not apply.

Section 3.5 Master Agreements.

- (a) The provisions of this PLA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any Master Agreement shall be resolved under the procedures established in Article 10.
- (b) This PLA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied nondiscriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA. provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

Section 3.6 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this PLA.

- <u>Section 3.7</u> <u>Binding Signatories Only.</u> This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.
- Section 3.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by the City employees or contracted for by the City for its own account, on its property, or in and around a project site.
- Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.
- Section 3.10 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.
- Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

ARTICLE 4 <u>UNION RECOGNITION AND EMPLOYMENT</u>

- Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.
- Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article.

The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

- (a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.
- The local Unions will exert their best efforts to recruit and refer (b) sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City to identify and refer competent craft persons as needed for Covered Work, and to identify individuals, particularly local residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals, particularly Local Workers and Targeted Workers, in qualifying and becoming eligible for such Apprenticeship Readiness Programs and Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects.
- (c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

<u>Non-Discrimination in Referral, Employment, and Contracting.</u> The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender,

gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination, harassment, and retaliation. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the City's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Targeted Workers.

- (a) In recognition of the City's mission to maximize employment opportunities for Local Workers and Targeted Workers, Unions and Contractors agree that Local Workers, as well as Targeted Workers, to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Local Workers will be posted on the City's website, as indicated in the Workforce Dispatch Request Form.
- (b) The Contractors and Unions agree to work together to achieve a goal of at least thirty percent (30%) of the total construction craft hours worked on each Covered Project being performed by Local Workers, if the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources. If the Covered Project receives federal funding and local hiring requirements have not been pre-approved by the federal funding source(s), the aforementioned goal will be based on the total construction craft hours worked performed by California residents and shall not consider the craft hours worked by residents of states other than California.
- (c) The Contractors and Unions agree to increase participation of Targeted Workers on each Covered Project. Strategies and outcomes for increasing such participation will be reported annually by the Project Labor Coordinator with support and assistance from Contractors and Unions.
- (d) Contractors shall attempt to satisfy the goals set forth in Section 4.5(b) by (i) assigning current craft employees who are Local Workers to perform Covered Work; (ii) if necessary, requesting referral of Local

Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7. Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers shall not be considered in non-compliance for failure to meet the goals set forth in Section 4.5(b).

- (e) Covered Professional Services Agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Covered Contract for a Covered Project, are exempt from the foregoing Local Worker and Targeted Worker hiring goals.
- (f) To facilitate the dispatch of Local Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Targeted Workers are requested by a Contractor, the Unions will refer Local Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.
- (g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and reporting of the foregoing Local Worker hiring goals.
- <u>Section 4.6</u> <u>Core Employees</u>. This Section only applies to Contractors who are not signatory to an applicable Master Agreement.
 - (a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:
 - (1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and
 - (2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for Disadvantaged Businesses. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its Core Employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

- (1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee hiring procedure on subcontracts with a value of \$500,000 or less; and
- (2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten percent (10%) of the total value of any Covered Project; and
- (3) Each Disadvantaged Business performing work as a subcontractor is limited to using this hiring procedure for one subcontract per Covered Project.

The City may at its sole discretion modify the above Core Employee limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(c) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Covered Contract at a Covered Project site.

- (d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment C-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.
- (e) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

- (f) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.
- (g) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.
- Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Local Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.
- <u>Lack of Referral Procedure</u>. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.
- <u>Union Membership.</u> Employees are not required to become or remain
 Union members or pay Union dues or fees as a condition of performing
 Covered Work under this PLA. Nothing in this Section 4.9 is intended to
 supersede independent requirements of the applicable Master Agreements as
 to those Contractors otherwise signatory to such Master Agreements and as
 to the employees of those Contractors who are performing work on Covered
 Projects. Contractors otherwise signatory to such Master Agreements shall
 make and transmit all deductions for Union dues, fees, and assessments that
 have been authorized by employees in writing in accordance with the
 applicable Master Agreement.
- Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 5 UNION ACCESS AND STEWARDS

<u>Access to Project Sites</u>. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

- (a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.
- (b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.
- (c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.
- (d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.
- Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline

shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

<u>Section 5.4</u> <u>Employees on Non–Covered Projects</u>. On work where the personnel of the City or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with City personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6 WAGES AND BENEFITS

<u>Section 6.1</u> <u>Wages.</u> At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

Section 6.2 Benefits.

- (a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.
- (b) Union Benefit Fund Contributions for Disadvantaged Businesses.

 Disadvantaged Businesses not otherwise signatory to a Master

 Agreement are exempt from the requirement of subsection (a) to pay
 fringe benefits and other required Contractor contributions on behalf of
 their Core Employees to the Union employee benefit funds, subject to
 the following exemption limitations:
 - (1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee exemption on subcontracts with a value of \$500,000 or less; and
 - (2) The total value of all subcontracts utilizing this exemption shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this exemption for one subcontract per Covered Project.

The City may at its sole discretion modify the above Union Benefit Fund Contribution limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

Disadvantaged Businesses are required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work.

- (c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.
- (d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.
- (e) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA),

which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. § 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make pension fund contributions to that Fund, In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

<u>Wage Premiums</u>. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Applicable Prevailing Wage Laws.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the City's Prevailing Wage Program for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7 WORK STOPPAGE AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy

strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

- <u>Section 7.2</u> <u>Employee Violations.</u> The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.
- Section 7.3 Standing to Enforce. The City and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.
- Section 7.4 Expiration of Master Agreements. If a Master Agreement between a Unionsignatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement, Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.
- Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

- (a) If a Contractor or the City contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.
- (b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.
- <u>Section 7.7</u> Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.
 - (a) The party, including any affected Contractor, invoking this procedure shall notify Robert Hirsch, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or John Kagel, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.
 - (b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.
 - (c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion,

shall not exceed twenty- four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.
- (e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.
- (g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following

such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

- (b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to the City, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.
- (c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article. the disputing party in breach shall pay to the City the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift, as determined by the arbitrator, from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make

timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and the City labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with the City, and applicable law.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- All jurisdictional disputes on a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

- Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.
- <u>Failure to Comply.</u> If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.
- Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9 <u>MANAGEMENT RIGHTS</u>

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific

provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with the City's approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and
- (g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.
- Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:
 - (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
 - (b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Covered Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole

judgment, to meet Covered Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and

- (c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and
- (d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

<u>Section 9.3</u> <u>Use of Materials.</u> There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties.

- (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, prepiped, and/or pre-wired and that it be installed under the supervision and direction of the City and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.
- (c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a

particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10 <u>SETTLEMENT OF GRIEVANCES AND DISPUTES</u>

Section 10.1 Cooperation and Harmony on Site.

- (a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to the Covered Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.
- (b) The City, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.
- (c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.
- <u>Section 10.2</u> <u>Processing Grievances</u>. Any questions, complaints or alleged violations of this PLA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the grievance parties.

(b) Union, Contractor, or City Grievances. Should a Union, a Contractor, or the City (each a "complaining party") allege a violation of this PLA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2.

A representative of the complaining party, and a representative of any responding party to the grievance ("responding party"), shall meet within seven working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. The City may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Barry Winograd; (2) Najeeb Khoury; (3) Andrea Dooley; (4) Robert Hirsch; and (5) John Kagel. In the event any of

these arbitrators retire or become permanently unavailable, the City and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next arbitrator. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and the City. This grievance process and arbitration proceedings do not impede the ability of the City to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

- (b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.
- <u>Section 10.3</u> <u>Limit on Use of Procedures</u>. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.
- Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other City representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11 COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

- (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.
- (b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.
- Section 12.2 <u>Drug and Alcohol Testing Policy</u>. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment D and City Council Policy 100-17 Drug-Free Worplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.
- <u>Section 12.3</u> <u>Inspection</u>. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

ARTICLE 14 APPRENTICES

Importance of Training. The Parties and Contractors recognize the need to Section 14.1 maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for Local Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Local Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or Apprenticeship Readiness Programs in the construction industry that lead to participation in Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

- (a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyperson hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons.
- (b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.
- (c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee working on the Covered Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

ARTICLE 15 LEGALACTION

Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

ARTICLE 16 PRE-JOB CONFERENCE

- Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments.
- Section 16.2 The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference.
- Section 16.3 All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.
- Section 16.4 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final

assignments in writing with copies sent to the Project Labor Coordinator and Council.

Section 16.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 16.6 The Project Labor Coordinator shall attend each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Targeted Worker employment, as well as the progress of implementing a work opportunities program.

ARTICLE 17 LABOR/MANAGEMENT COLLABORATION

Section 17.1 <u>Labor/Management Collaboration Meetings</u>. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the City and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties. advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of a work opportunities program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 18 <u>SAVINGS AND SEPARABILITY</u>

Section 18.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be

void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

<u>Section 18.2</u> <u>Effect of Injunctions or Other Court Orders</u>. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 19 WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

ARTICLE 20 AMENDMENTS

<u>Section 20.1</u> <u>Amendments.</u> The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the City and the Council.

ARTICLE 21 EFFECTIVENESS OF THE PLA

Section 21.1 Term and Application.

(a) Term of Years. This PLA shall become effective July 1, 2024, if executed by the City, Council, and Unions, and approved by the City Attorney in accordance with San Diego Charter Section 40. Any Union that fails to sign the PLA prior to approval by the City Attorney

- shall not be a party to the PLA or covered by the terms of the Agreement. The PLA shall continue in full force and effect for a term of seven (7) years after the effective date.
- (b) Application to Covered Projects. The PLA will apply only to Covered Contracts for Covered Projects for which the bid advertisement date for the Covered Contract is between July 1, 2024 and seven (7) years from the effective date of the PLA, and it will continue in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by the City, under procedures described in Section 21.2 below. The PLA shall be included in all Covered Contracts or Covered Professional Services Agreements under which Covered Work may be performed.
- (c) Extension. Either the City or the Council may provide written notice to the other not less than nine (9) months prior to the expiration of the PLA of its interest in extending the term of the PLA. Failure to provide such notice nine (9) months prior shall not preclude either the City or the Council from negotiating to extend the term of the PLA, but may impact the ability of the City Council to approve an extension prior to this PLA's expiration. Subject to adoption by the City Council and execution by the Council, the terms and conditions set forth under the PLA may not exceed five (5) years, unless approved by City ordinance. Absent mutual agreement on the extension as described above, the PLA shall expire.

Section 21.2 Turnover and Final Acceptance of Completed Work.

- (a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Prime Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the City or third parties on behalf of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Covered Contract(s) with the City.
- (b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Prime Contractor.

Section 21.3 Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

<u>Section 21.4</u> <u>Final Termination</u>. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

ARTICLE 22 WORK OPPORTUNITIES PROGRAM

Section 22.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers and Targeted Workers. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Programs, to prepare persons, especially Local Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects and future projects. With assistance from the Project Labor Coordinator, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Project Labor Coordinator, agree to develop and implement a work

opportunities program for Local Workers and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In furtherance of the foregoing, the Council and Unions specifically agree to work with the Project Labor Coordinator to:

- (a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Workers and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and
- (b) The Parties will cooperate and collaborate with the Project Labor Coordinator to conduct outreach to and include Local Workers and Targeted Workers from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and
- (c) The Project Labor Coordinator, with input from the Council, shall produce detailed annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Worker employment participation on Covered Projects; and
- (d) The Unions will partner with the Contractors and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women; and
- (e) The Unions shall assist Local Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers who are seeking employment on the Covered Project and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide Local Workers for employment on the Covered Project.

(f) <u>Jobs Coordinator</u>. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Local Worker goals set forth in Section 4.5 of this PLA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its work opportunities program and "Helmets to Hardhats" goals described herein.

The City may elect to develop and implement a Jobs Coordinator program with input from the Council that will include a prequalification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the PLA. Alternatively, the City may direct the Prime Contractor to develop and implement such a program. Regardless of which entity develops and implement the program, the City shall have the right to remove Jobs Coordinators from the pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

Section 22.3 Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of the work opportunities program, a joint subcommittee under the PLA shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union's Apprenticeship Program and representatives of the MC3 Apprenticeship Readiness Programs to maximize employment opportunities for Local Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project. and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The joint subcommittee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the joint subcommittee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the joint subcommittee meetings.

ARTICLE 23 HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2

Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for a Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

CITY OF SAN DIEGO	
By: 6 dd form	-
Name: Todd Gloria	
Title: Mayor	
Dated: July 1, 2024	

APPROVED AS TO FORM

41

SAN DIEGOBULLDING AND CONSTRUCTION TRADES COUNCIL

By: Carol Kim

Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

SIGNATORY UNIONS

(See Attached)

SIGNATORY UNIONS	
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By: Mideael Patterson	By: Luis Miramontes
Alfred Workers Local 5	Boffermakers Local 92
By: Luis Proisson	By: Jack Alvarado
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Laborers Local 89	Plasterers Local 200
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Southwest Regional Council of Carpenters	By Vidor Torris
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Road Sprinkler Pitters Local 609	
•	Laborers
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By:	- By <u>Victor Torres</u>
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SIGNATORY UNIONS

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	Bricklayer & Allied Crafts Local 4	_	Cement Masons Local 500 / Area 744
Ву:		Ву:	
	Electrical Workers Local 569		Elevator Constructors Local 18
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•	Southwest Regional Council of Carpenters		Teamsters Local 481

ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY

The following construction projects that are not procured by the City shall be considered Covered Projects for the purposes of this Agreement if the bid advertisement for these projects occurs during the effective dates pursuant to Section 21.1:

- 1. Phase III Convention Center Expansion;
- 2. Phase I Ocean Beach Pier Replacement;
- 3. New City Administration Building;
- 4. San Diego Fire Training Facility; and
- 5. Resource Recovery Facility at the Miramar Landfill
- * In the event that the parties to the Project Labor Agreement for Construction of Pure Water Program Phase I Projects (Pure Water PLA), dated June 16, 2020, amend that agreement such that the terms of this PLA cover and apply to Pure Water Phase II projects, the terms and conditions under this PLA shall apply so long as a bid for the covered project or project work has not yet been advertised.

The City Council may elect to, by resolution, add other construction projects, not otherwise covered by this PLA, for coverage as Covered Projects.

ATTACHMENT B - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE
Project Labor Coordinator Address Address Address
Attention:
Re: City of San Diego Project Labor Agreement
o Whom It May Concern:
This is to confirm [Name of Company] agrees to be bound by the City of San Diego's Project Labor Agreement ("PLA"), as such Agreement may from time to time be amended by the Partie or interpreted pursuant to its terms. Such obligation to be bound by the PLA shall extend to all work covered by the PLA undertaken by this Company on the Covered Project pursuant to Insert City Contract Noand Name of Covered Project], and this Company hall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the PLA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.
incerely,
Name of Construction Company]
By: Name and Title of Authorized Executive]
Copies of this Letter must be submitted to the Project Labor Coordinator and to the

<u>ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM</u>

City of San Diego Project Labor Agreement

The City of San Diego Project Labor Agreement ("PLA") establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Local Workers. The City PLA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Local Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for

	et. After faxing/emailing your re rkers as specified below. Plea					
TO:	Local Union and # Email/Fax Phone					
CC:	Project Labor Coordinator Email/Fax	***************************************				
FROM:	Contractor Issued by Email/Fax Phone					
UNION C	RAFT WORKER REQUEST:	*				
Craft Cla	ssification		Journeym	an or Apprentice	Local Worker and/or Veteran	No. of Workers
			□ JM □A	,PP	*	
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				Total Number	of Workers Requested:	
★ Please status.	In accordance with the PLA, As provide priority referral of Local					
MOBKE	R REPORTING INSTRUCTIO	illet				
	ng Date:			Reporting	Time:	
Reportir				On Site P		
Project I		-		1.44		
Project I	Location:				, 1111111111111111111111111111111111111	
Special	Instructions:			144		
	. City of Sar	n Diego PLA /	Attachment C-1: V	Vorkforce Dispatch Requi	est Form [Page 1 of 2]	

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received: Dispatch Received by: Date Worker(s) Dispatched:				
Name:	JM or App	Veteran	Local Worker? *	Zip Code
	☐ JM ☒ APP	□ Yes □ No	□ Yes □ No	
	□ JM □ APP	☐ Yes ☐ No	□ Yes ⊠ No	
	□ JM □ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	□ JM □ APP	☐ Yes ☐ No	□ Yes □ No	
entra constante da constante de	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	. □ Yes □ No	☐ Yes ☐ No	

A Local Worker is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91901	91902	91905	91906	91910	91911	91913	91914	91915	91916	91917	
91910	91932	91934	91935	91941	91942	91945	91948	91950	91962	91963	
91941	91978	91980	92003	92004	92007	92008	92009	92010	92011	92014	1
92004	92020	92021	92024	92025	92026	92027	92028	92029	92036	92037	
92025	92054	92055	92056	92057	92058	92059	92060	92061	92064	92065	
92057	92067	92069	92070	92071	92075	92078	92081	92082	92083	92084	1
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107	T I
92101	92109	92110	92111	92113	92114	92115	92116	92117	92118	92119	
92113	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131	!
92124	92135	92136	92139	92140	92145	92154	92155	92161	92173	92182	
92140	92536	92672									

City of San Diego PLA Attachment C-1: Workforce Dispatch Ren	quest Form	[Page 2 of 2]	•	

^{*} PLEASE NOTE: By marking the "No" box for either the "Veteran", "Local Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Local Worker, or Targeted Worker.

** Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

<u>ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM</u>

City of San Diego Project Labor Agreement

The City of San Diego's Project Labor Agreement Article 4, Section 4.6 requires Contractors who are not directly signatory to an applicable Master Agreement to provide a list of Core Employees to the Project Labor Coordinator and applicable Union, prior to performing Covered Work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and applicable Union.

CON	TRAC	TOR IN	FORMATION
Covered Project Name:			
Contractor/Firm Name:			
Submitted by:			Date Submitted:
Email:			Phone:

In accordance with the City of San Diego's Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must meet all of the following requirements:

- a. Be either a journeyperson or Apprentice;
- b. Be on Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee; and
- c. Possess any license required by state or federal law for the Covered Projects to be performed.

Please see Article 4.6 of the Project Labor Agreement for additional information regarding use of Core Employees, including limits and order of referrals.

CRAFT/TRADE	EMPLOYEE NAME	LAST 4 SSN	HIRE DATE	DATE LAST EMPLOYED
				,

				ALL PRINCIPLE OF THE PR
	-			
	·			
-		-	,	

Please use additional sheets as necessary.

ATTACHMENT D - DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "PLA Drug Policy" and City Council Policy No. 100-17, "Drug-Free Workplace/City Contractors," Attachment E. To the extent there is any conflict between the terms set forth in the PLA Drug Policy and in the City Council Policy No. 100-17, the terms set forth in City Council Policy No. 100-17 shall prevail and apply.

- 1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the PLA.
- 2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
- 3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.
- 4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
- 5. The following procedure shall apply to all drug and alcohol testing:
 - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
- c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
- e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
- f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
 - Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
 - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
 - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable

or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
- 6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
 - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
 - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
- 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
- 8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.
- 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
- 10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

- 11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
- 12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
- 13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
- 14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte Initial Test Cutoff 1		Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/m1 ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/m1
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
<u>Immunoassay:</u> The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

<u>Alternate technology:</u> Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

Alternate technology (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING "QUICK" DRUG SCREENING TESTS PURSUANT TO ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17

"DRUG-FREE WORKPLACE/CITY CONTRACTORS"

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT:

DRUG-FREE WORKPLACE/CITY CONTRACTORS

POLICY NO.:

100-17

EFFECTIVE DATE:

May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

- A. "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.
- C. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).
- D. "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

Section 2. City Contractor Requirements

- A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:
 - (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

<u>APPENDIX A – </u>

MEMORANDUM OF UNDERSTANDING #1

STARTUP AND COMMISSIONING

The Parties and Contractors agree that work covered by this PLA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the PLA to the extent the work is excluded by Section 3.2(g) and/or Section 3.2(h).

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.

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.

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 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.

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.

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.

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.

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 exec	cuted a contract with the City	of San Diego, a munici	pal corporatior	n, for:
	8.4.	avana Dinalina		
		orena Pipeline (Project Title)		
		_		
	ped in said contract and iden			
•	pecification of said contract	•		
•	resulting from this project I	·	n a legal mann	ier"; and WHEREAS , said
contract has been cor	mpleted and all surplus mate	eriais disposed of:		
NOW THEREFORE is	a consideration of the final r	anymont by the City of S	an Diago to ca	id Contractor under the
	n consideration of the final p t, the undersigned Contracto			
	en disposed of at the followi	-	iat aii sai pias i	nateriais as described in
Sala contract have be	en disposed of de the following	118 10 cat. 011(3)		
and that they have be	en disposed of according to	all applicable laws and	regulations.	
Dated this	DAY OF			
		· · · · · · · · · · · · · · · · · · ·	·	
By:Contr				
Contr	ractor			
ATTEST:				
State of	County of			
On this	DAY OF, 2	, before the undersi	gned, a Notary	/ Public in and for said
	y commissioned and sworn,			
	e			
whose name is subsc	ribed thereto, and acknowle	dged to me that said Co	ntractor execu	ted the said Release.
Notary Public in and f	or said County and State			

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance For Contract or Task_____ I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above. the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification. **Material Description:** Manufacturer: _____ Model:__ Serial Number (if applicable)____ Quantity to be supplied:__ Remarks: Signed by: Printed Name:

Company:

Date:

City of San Diego

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To:	Dat	te:, 20
Resident Engir	neer	
You are hereby notified that the for construction of	he materials required for use ເ	
in the City of San Diego, will be	e obtained from sources herei	n designated.
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)
delivery, in accordance with practicable, and in accordance relieve the Contractor of full r	Section 4 – CONTROL OF MA ce with your policy. It is under esponsibility for incorporating lans and specifications, nor d	and inspection of the materials prior to TERIALS of the WHITEBOOK, where it is erstood that source inspection does no g in the work, materials that comply in al oes it preclude subsequent rejection o
Supplier		
Signature of Supp	lier	Address

JOBS COORDINATOR DESIGNATION FORM

JOBS COORDINATOR. A Jobs Coordinator is an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23. Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Prime Contractor must submit a Jobs Coordinator Designation Form prior to award of a contract.

List the applicable Jobs Coordinator information below.

Legal Name and Full Street Address of Jobs Coordinator Firm		I	Amount of Work by Subcontractor in Dollars
Transcal Services, LLC 6109 South Western Ave., Ste.103 Los Angeles, CA 90047	Jeffery Henderson	41395	\$49,700.00
V			

Bidder Signature:_	74	 Dated:	1-20-2025
_			

Disadvantaged Business Enterprise Credit: If the Jobs Coordinator is a certified DBE pursuant to the PLA, Article 22 prior to contract award, its work can be counted towards the DBE goal commitment and attainment. If utilizing the Jobs Coordinator for DBE credit, they must also be included on the List of Subcontractors form found in the Certification and Forms section of this Bid.

JOBS COORDINATOR QUALIFICATIONS. Jobs Coordinator qualifications may include, but are not limited to the following:

- A. 3 years' experience providing Jobs Coordinator services.
- B. Possess working relationships with the San Diego Building and Construction Trades Council, Veteran Worker organizations, and signatory craft councils and unions operating within Counties of San Diego by describing previous interactions, relationships, and partnerships with these parties/groups.
- C. Demonstrate that they possess experience with Targeted and/or Veteran Worker populations.
- D. Experience in working with services of the Center for Military Recruitment, Assessment and Veterans Employment and "Helmets to Hardhats" programs.

JOBS COORDINATOR RESPONSIBILITIES. The Prime Contractor may require the selected Jobs Coordinator to perform a list of duties that include, but are not limited to, the following:

- A. Develop, create, design, and market specific programs to attract Local, Targeted and/or Veteran Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).
- B. Coordinate services for contractors to use in the recruitment of Local, Targeted and/or Veteran Workers.
- D. Conduct orientations, job fairs, and community outreach meetings in the local community.
- E. Screen and certify the Targeted and/or Veteran Workers status.
- F. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran workers and apprentices.
- G. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.
- H. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.
- I. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.
- J. Be the point of contact to provide information about available job opportunities on projects.
- K. Assist all subcontractors, regardless of tier, with their documentation efforts and other reports as it relates to their Local, Targeted and/or Veteran Worker hiring requirements.
- L. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local hiring goal.

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:							
Name:Address:							

①	As appropriate, Bidder shall identify Subcontractor as one of	the following and sh	all include a valid proof of certification (except for OBE, SLBE and	d 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®	WHERE CERTIFIED②
Name:						
Address:						
City:						
State:						
Zip:						
Phone: Email:						
Littali.						
Name:						
Address:						
City:						
State:						
Zip:						
Phone: Email:						
Effidii						
 As appropriate, Bidder shall identify Vendo Certified Minority Business Enterprise 				of certification (except siness Enterprise	for OBE, SLBE and ELBE):	WBE
Certified Disadvantaged Business Enterp				eteran Business Enterp	orise	DVBE
Other Business Enterprise	Ol			ocal Business Enterpri		ELBE

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 cer	rtified 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 <u>COMPLETE</u> 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 and Liberty Mutual Insurance Company, 175 Berkeley S				
and firmly-bound unto The City of San Diego				
of 10% OF THE TOTAL BID AMOUNT for the payment				
bind ourselves, our heirs, executors, administrators,				
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 Docu	ments entitled			
The Morena Pipeline; Bid No. K-25-2169-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 16th	_ day of, 20_24			
OHLA USA, Inc. (SEAL)	Liberty Mutual Insurance Company (SEAL)			
Ву:	Ву:			
(Signature)	(Signature)			
`	Mariya Laggiday, Attornay In East			

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



CALIFORNIA 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	l				
County of OPANGE					
On OCTOBER IV, 2024 before me, JUDITH L. HERRERA, NOTARY PUBLIC Date Here Insert Name and Title of the Officer					
personally appeared	ESO				
	Name(s) of Signer(s)				
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.					
JUDITH L. HERRERA Hotary Public - California Orange County Commission # 2456970 My Cemm. Expires Aug 1, 2027	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.				
Place Notary Seal and/or Stamp Above	Signature of Notary Public				
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: MOZENA PIP					
Document Date: 10 10 2024	Number of Pages:				
Signer(s) Other Than Named Above: MARIYA LEONIDOV, UBERY MUTUAL					
Capacity(ies) Claimed by Signer(s) Signer's Name:	Other:				

NEW YORK ALL-PURPOSE ACKNOWLEDGEMENT

<u>VANANANANANANANANANANANANANANANANANANAN</u>				
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 New York County of Nassau On October 16, 2024 before me,)) nnifer Neidle, Notary Public			
Date personally appeared Mariya Leonidov	Here Insert Name and Title of the Officer			
	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.				
JENNIFER NEIDLE Notary Public - State of New York NO. 01NE6413232 Qualified in Nassau County My Commission Expires Jan 25, 2025	I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public			
Place Notary Seal Above	OPTIONAL			
Though this section is optional, completing th	his information can deter alteration of the document or his form to an unintended document.			
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Number of Pages:			
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:	 □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: 			



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

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

Certificate No: 8210512-985164

POWER OF ATTORNEY

NOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that berty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,
ndrea E. Gorbert, Kevin T. Waish, Jr., Mariya Leonidov, Michael Marino
l of the city of
WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed pereto this 31st day of July , 2023 .
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company
tate of PENNSYLVANIA solution of MONTGOMERY
In this 31st day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes berein contained by signing on behalf of the corporations by himself as a duly authorized officer.
N WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.
tate of PENNSYLVANIA founty of MONTGOMERY In this 31st day of July , 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes berein contained by signing on behalf of the corporations by himself as a duly authorized officer. N WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public
his Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:
ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in- act as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.
Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do nereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and nas not been revoked. N TESTIMONY WHEREOF Have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2024
1912 B September 1919 Conference of the state of the sta
LMS-12873 LMIC OCIC WAIC Multico OF The Control of



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT - DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$1,850,245,073.00	Unearned Premiums
*Bonds – U.S Government\$3,859,565,383.00	Reserve for Claims and Claims Expense \$28,848,537,243.00
*Other Bonds\$21,048,805,773.00	Funds Held Under Reinsurance Treaties \$360,714,151.00
*Stocks	Reserve for Dividends to Policyholders\$1,310,198.00
Real Estate\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities
Accrued Interest and Rents\$186,906,667.00	Total\$47,428,064,363.63
Other Admitted Assets\$15,677,869,683.63	Special Surplus Funds
Total Admitted Assets\$70,891,553,519.63	Capital Stock\$10,000,075.00
	Paid in Surplus
	Unassigned Surplus\$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus \$70,891,553,519.63

^{*} Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski, Assistant Secretary

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF OHLA USA, INC.

(A Delaware Corporation)

The undersigned, being all the members of the board of directors (the "Board") of OHLA USA, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), pursuant to the General Corporation Law of the state of Delaware, as amended, do hereby agree and consent that when this consent has been signed, the resolutions set forth below, and each of them, shall be deemed to have been approved and adopted to the same extent and to have the same force and effect as if approved and adopted at a meeting of the Board, duly called, convened, and held for the purpose of acting upon such resolutions.

1. Limited Power of Attorney

WHEREAS, Joseba Obeso (" Mr. Obeso") has been hired by the Corporation and shall be based in the State of California; and

WHEREAS, the Board believes it is advisable and in the best interest of the Corporation to grant certain limited powers of attorney to Mr. Obeso;

NOW THEREFORE, BE IT RESOLVED, that the Corporation hereby appoints Mr. Obeso as the Corporation's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the Corporation to:

- Draft, negotiate, execute, deliver and file such documents, certificates or other Instruments
 with public or private entities as he may determine to be necessary or desirable in order for
 the Corporation to submit bids and participate in procurement processes for any
 construction contract performed within the State of California.
- 2. Draft, negotiate and execute any purchase orders, subcontracts or contracts related to the performance of construction activities within the State of California with private entities.

2. Further Actions

RESOLVED, that this Unanimous Written Consent may be signed in counterparts, each one of which is considered an original, but all of which constitute one instrument. Wet signatures scanned and transmitted via portable document format will be deemed an original signature.; and

RESOLVED, that this Unanimous Written Consent be filed with the records of the proceedings of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board on July 16, 2024.

Daniel Ruiz Andujar

Tomas Jose Ruiz Gonzalez

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF OHLA USA, INC.

(A Delaware Corporation)

The undersigned, being all the members of the board of directors (the "Board") of OHLA USA, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), pursuant to the General Corporation Law of the state of Delaware, as amended, do hereby agree and consent that when this consent has been signed, the resolutions set forth below, and each of them, shall be deemed to have been approved and adopted to the same extent and to have the same force and effect as if approved and adopted at a meeting of the Board, duly called, convened, and held for the purpose of acting upon such resolutions.

1. Limited Power of Attorney

WHEREAS, Arnav Amin (" Mr. Amin") has been hired by the Corporation and shall be based in the State of Illinois; and

WHEREAS, the Board believes it is advisable and in the best interest of the Corporation to grant certain limited powers of attorney to Mr. Amin;

NOW THEREFORE, BE IT RESOLVED, that the Corporation hereby appoints Mr. Amin as the Corporation's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the Corporation to:

- Draft, negotiate, execute, deliver and file such documents, certificates or other instruments with public or private entities as he may determine to be necessary or desirable in order for the Corporation to submit bids and participate in procurement processes for any construction contract performed within the State of California.
- 2. Draft, negotiate and execute any purchase orders, subcontracts or contracts related to the performance of construction activities within the State of California with private entities.

2. Further Actions

RESOLVED, that this Unanimous Written Consent may be signed in counterparts, each one of which is considered an original, but all of which constitute one instrument. Wet signatures scanned and transmitted via portable document format will be deemed an original signature.; and

RESOLVED, that this Unanimous Written Consent be filed with the records of the proceedings of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board on July 16, 2024.

Daniel Ruiz Andujar

Tomas Jose Ruiz Gonzalez

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF OHLA USA, INC. (A Delaware Corporation)

The undersigned, being all the members of the board of directors (the "Board") of OHLA USA, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), pursuant to the General Corporation Law of the state of Delaware, as amended, do hereby agree and consent that when this consent has been signed, the resolutions set forth below, and each of them, shall be deemed to have been approved and adopted to the same extent and to have the same force and effect as if approved and adopted at a meeting of the Board, duly called, convened, and held for the purpose of acting upon such resolutions.

1. Resignation and appointment of Assistant Secretary

WHEREAS, the Corporation has received the resignation letter of Paul Washington (the "Washington Resignation"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Corporation desires to appoint Ruth Fagan ("Ms. Fagan") as Assistant Secretary of the Corporation, and Ms. Fagan is willing to accept such appointment.

NOW THEREFORE, BE IT RESOLVED, that the Washington Resignation is hereby accepted, confirmed and ratified in all respects with the resignation being effective as of the date set forth therein;

RESOLVED, that Ms. Fagan be, and hereby is, elected as Assistant Secretary of the Corporation, to serve until her successor is elected or until her earlier death, resignation or removal; and she accepts such appointment as per her signature on the following page; and

RESOLVED, that giving effect to the foregoing resolutions, the following individuals are the current officers of the Corporation:

> CEO Daniel Ruiz Andujar Brad L. Nystrom

COO

Donald Hickey

Executive Vice President

Martin W. Saitzyk

CFO

Ruth Fagan

Assistant Secretary

2. Further Actions.

RESOLVED, that this Unanimous Written Consent may be signed in counterparts, each one of which is considered an original, but all of which constitute one instrument. Wet signatures scanned and transmitted via portable document format will be deemed an original signature.; and

RESOLVED, that this Unanimous Written Consent be filed with the records of the proceedings of the Corporation.

[Remainder of the page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board on October 30, 2023.

BOARD MEMBERS:

Daniel Ruiz Andujar

Tomas Jose Ruiz Gonzalez

I hereby accept the appointment as Assistant Secretary of the Corporation, as set forth in this Written Consent:

Ruth Fagan

EXHIBIT A

The Washington Resignation

September 19, 2023

VIA E-MAIL
Mr. Daniel Ruiz Andújar
Chief Executive Officer
OHLA USA, Inc.

Re: Resignation effective Friday, October 13, 2023

Daniel:

This letter is to inform you that I will be resigning from employment as Deputy General Counsel of OHLA USA, Inc. effective Friday, October 13, 2023. I have enjoyed my tenure with the company and I expect that the company will continue to grow and prosper under your leadership.

I will defer to you and Alison Knowles as to how and when to announce my pending departure, and obviously I will remain available to assist with any issues which may come up during the transition period and beyond.

Sincerely,

Paul Washington

Cc: Alison J. Knowles

Chief Human Resources Officer

OHLA USA, Inc.

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 B	OX ONLY.						
	a complaint	he undersigned certifies that within the past 10 years the Bidder has NOT been the subject of complaint or pending action in a legal administrative proceeding alleging that Bidder iscriminated against its employees, subcontractors, vendors or suppliers.					
X	complaint o discriminated status or res	ne undersigned certifies that within the past 10 years the Bidder has been the subject of a simplaint or pending action in a legal administrative proceeding alleging that Bidder scriminated against its employees, subcontractors, vendors or suppliers. A description of the atus or resolution of that complaint, including any remedial action taken and the applicable ates is as follows:					
DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN		
03/24/2024	California	Wage and Hour and Class Action	Yes	Open	Moving matter to Federal Court and currently in pleadings stage.		
05/22/2024	California	California Wrongful Termination		Open	Retaining outside counsel		
05/28/2024	California	Discrimination/Wrongful termination		Open	Retaining outside counsel		
Contractor Na	ame: OHLA U	ISA, Inc.					
Certified By		Joseba Obeso			Title Executive Vice President		
		Signature			Date 10/17/24		

USE ADDITIONAL FORMS AS NECESSARY

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. X 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: LITIGATION RESOLUTION/REMEDIAL DATE OF LOCATION **DESCRIPTION OF CLAIM** STATUS CLAIM (Y/N) **ACTION TAKEN** 06/03/2022 Charge of discrimination No Closed California Settled in December 2022 Matter moved to Federal Court and 06/16/2022 California Open is currently in discovery stage. Charge of discrimination Yes Trial set for December 2023. Case was settled in Closed No 03/28/2022 California Charge of discrimination December 2022 07/14/2022 California Yes Going to mediation Open Wage and Hour Wage and Hour California Open 02/09/2023 Yes Settled awaiting dismissal and Class Action Discrimination/wrongful 08/10/2023 California Open Going to mediation Yes termination Contractor Name: OHLA USA, Inc. Title Executive Vice President Joseba Obeso Certified By Name Date 10/17/24

USE ADDITIONAL FORMS AS NECESSARY

Signature

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Na	me		DBA
OHLA USA, Inc.			
Street Address	City	State	Zip
34 Executive Park, Suite 180 Irvine		CA	92614
Contact Person, Title		Phone	Fax
Kevin Ta, Chief Estimator		949-242-4432	949-231-1255

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

- * The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.
- ** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Daniel Ruiz Andujar	Chief Executive Officer
City and State of Residence	Employer (if different than Bidder/Proposer)
East Elmhurst, New York	N/A
Interest in the transaction	
Zero interest, directly involved	

Name	Title/Position
Martin Saitzyk, CPA	Chief Financial Officer
City and State of Residence	Employer (if different than Bidder/Proposer)
East Elmhurst, New York	N/A
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.

Joseba Obeso, Executive Vice President	A	10/17/24
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.

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> ***

(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Albernate and Sub per	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
ALI D	Name: Address: 946 5 Emerald St City: Angheim State: CA Zip: 97204 Phone: (714)520-4026 Email: Estimating @ traffic loops, net	\$3 Ky	362500001	Se sartings,	Electrical	13,500,00
APD AIT E	Name: Same as above Address: City: State: Zip: Phone: Email:	11	11	11	11	P43,500.00
	Name: Address: City: State: Zip: Phone: Email:					
	Name: Address: City: State: Zip: Phone: Email:					

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> *** (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
Add AHA	Rac Construction Name: 1 Engineering, Inc. Address: 601 Barbarossa Ct City: San Diego State: CA Zip: 9215 Phone: (760) 497-6608 Email: r Claudio@ racconstruction.	1073141 piz	1000855111	constructor	Concrete Flatwork	±40,920.00
Add Alt B	Name: Engineering Inc Address: SBII Barbaross ct City: San Diego State: CA Zip: 92115 Phone: (160) 497-6608 Email: rclaudio@ racconstruction b	107314	1000855111	Certinistry	Concrete Flottwork	44,564.00
	Name:				Asphol	
	Name: Address: City: State: Zip: Phone: Email:				Asphalt	(FT)

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
ADD PH+ C	Name: Ace Fence Company Address: 727 North Glendale City: State: Zip: Phone: Email:	LT)				
ADD AHC	Name: ACL Fence Company Address: 727 North Glendorg the City: 1a puente State: Ca Zip: 91744 Phone: 626-3336727 Email: rlayoslace fence company Name:	0965T1 .con	1000004699	constructor	Fence	\$ 33,930.00
	Name: Address: City: State: Zip: Phone: Email:					
	Name: Address: City: State: Zip: Phone: Email:					

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CALICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
ADO AHC	Name: RAP Engineering Lac Address: 503 E Mission Rd City: San Marcos State: CA Zip: 92069 Phone: (160) 233-2980 Email: Swhit lock@rapenginc.co	1100708 m	100/0/44	On the tor	Asphalt	\$33,825.55
ADD AHD	Name: RAP Engineering LLC Address: 503 E Mission Rd City: San Marias State: CA Zip: 92069 Phone: 760 233-2800 Email: Swhitlack Prapergine C	1100708 om	100/01444/5	Constructor	Asphalt	\$1,486,890.0
ADD Alt E	Name: RAP Engineering UC Address: 503 E. Mission Rd City: San Marcos State: CA Zip: 92069 Phone: 760 233-2980 Email: Sushitlock & rapeng Inc.		1001014442	onthictor	nsphalt	\$1,449,957.70
	Name: RAP Engine Address: City: State: Zip: Phone: Email:					

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> ***

(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
ADD AHA	Name: Statewide Stripes Inc. Address: PD BOX 1000710 City: San Diego State: CA Zip: 92160 Phone: 850 560-6887 Email: Sean Ostatewide Stripes.	516672 om	1000001334	ON STANCTO	striping pawemont morrinos	\$10,000.00
ADD AH B	Name: Statewide Stripes Inc. Address: City: See ModeState: Zip: Phone: Email:	ŧį	11 Same	11 as	ii aloure	\$ 9,500,00
ADD ALTC	Name: Statewide Stripes Inc. Address: City: See Plove State: Zip: Phone: Email:	Ŋ	11 Source	11 as)1 s aloure	\$6,500,00
ADD AH F	Name: Statewide States Inc. Address: City: See Frode State: Zip: Phone: Email:	И	11	N 015	11 above	\$ 945,337.0

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): Bidders and contractors who have been debarred or suspended are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving contract awards, executing contracts, participating as a subcontractor, employee, agent or representative of another person contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Daniel Ruiz Andujar	Chief Executive Officer
Martin Saitzyk, CPA	Chief Financial Officer
Donald Hickey, P.E.	Executive Vice President, Civil
Joseba Obeso	Executive Vice President

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal,
 State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- · does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

•	considered in determining bidder response	onsibility. For any exception noted above, indicate below to whom
Contractor Name:	OHLA USA, Inc.	
Certified By	Joseba Obeso	Title Executive Vice President
	Name	Date

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

it

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: X SUBCONTRACTOR **SUPPLIER** MANUFACTURER TITLE NAME Services Transca President/ Jeffery Henderson Manag П \Box MANUFACTURER **SUPPLIER SUBCONTRACTOR** TITLE NAME Plac constructi M П **MANUFACTURER** П **SUPPLIER** SUBCONTRACTOR TITLE NAME engi President Robert Whitlock President reven X SUBCONTRACTOR П **SUPPLIER** П **MANUFACTURER** TITLE NAME Firm The Qua resident/ owher Yonas Keffelew Contractor Name: OHLA USA, Inc. Title Executive Vice President Joseba Obeso Certified By Name Signature

*USE ADDITIONAL FORMS AS NECESSARY**

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 principa	al owner is serving	in the capac	ity of s	subcontracto	or, supplier	, and/or n	nanuracturer:
X	SUBCONTRAC	TOR		SUF	PPLIER			MANUFACTURER
		NAME					TITLE	
			G+F	CO	ncrete	CUTT	WO	
Ri	ta vigil	- Fergus	son		CEO		J	
	,	J		_				
X	SUBCONTRAC	TOR		SUI	PPLIER			MANUFACTURER
		NAME					TITLE	
		F	Ce Fe	no				
		Army.	Tsui		Presi	dent		
		1		_				
X	SUBCONTRAC	TOR		SU	PPLIER			MANUFACTURER
		NAME					TITLE	
			atewio	de	STYPE	es, M	C	
	David	Brilha	nte		Pre.			EO
	Jason		eny		Vice	presid	dent,	secretary
	•		'					
¥,	SUBCONTRAC	CTOR		SU	PPLIER			MANUFACTURER
		NAME					TITLI	
	•		HMS CO	2nx	noctio	n in	J	
M	ideal Or	oules Hi	ah		Presid	dent	CEO	
			J		1		•	
Contr	actor Name: <u>OH</u>	LA USA, Inc.						
Certifi	ied By		Joseba Ob	eso		Title	e Exec	utive Vice President
			Name		SEE '	PRE	V10	US
							te	
						Da		
			Signatui	re				

*USE ADDITIONAL FORMS AS NECESSARY**

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**:

Ø	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	Mai Lan Uguyen	Traffi	Preside	TITL	E	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITL	E	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITL	E	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	II.	
		~				
Contr	actor Name: OHLA USA, Inc	•				
Certif	ied By	Joseba Obe	980	Title _Exe	cutive Vice President	t
		Name				
	See	Precion	•\$	Date		
		Signature				

*USE ADDITIONAL FORMS AS NECESSARY**

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

0348-0046

	(See reverse for pu	blic bui dell disclose	11 0		
1.Type of Federal Action:	2 Status of Fod	aval Action:	2 Ber	nort Type	
2. Status of Fo				oort Type: nitial finding	
a. Grant	b. initial award	4		. material change	
Cooperative agreement	D. IIIIdai awart	,		Material Change Only	
c. toan	c. post-award			ear quarter	
e. Loal insurance	d. Loen guarantee e. Loan insurance			ate of last report	
4. Name and Address of Reporting I ☐ Prime ☐ Subawardee	Entity:	5. If Reporting I and Address of	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Tier, i	f known:				
Congressional District, if known:		Congressiona	al Distri	ct, if known:	
6. Federal Department/Agency:		7. Federal Progra	am Nai	ne/Description:	
\ \ \ \					
		CFDA Number, if	applicat	le:	
8. Federal Action Number, if known:		9. Award Amour	nt, if kn	own:	
		\$			
10. a. Name and Address of Lobbying I	Entity	b. Individuals Peri	forming	Services (including address if different	
		from No. 10a)			
(if individual, last name, first name	, (VI)	(last name, first name, MI):			
,,	attach Continuation Sh	oorle) SE III A if no	coscani		
11. Amount of Payment (check all that a				neck all that apply)	
		□ a. retainer			
\$	planned				
		☐ b. one-til pe lee			
12. Form of Payment (check all that app	oly)	☐ c. commission			
□ a, cash		☐ d. contingent it	e		
☐ b. in-kind: specify: nature		☐ e. deferral			
Value		☐ f. other: specify	/:		
14. Brief Description of Services Perforemployee(s), or Member(s), contains	rmed or to be Perfor cted, for Pavment in	med and Date(s) o dicated in item 11	of Servi :	ce, including officer(s),	
l comprosectory or member (o), conten	,,				
(6	attach Continuation Sh	neet(s) SF-LLLA, <i>if ne</i>	cessary	\sim	
15. Continuation Sheet(s) SF-LLLA atta	ched:	□ No	1		
Information requested through this	for misauthorized by	Signature:	3		
16. title 31 U.S.C. section 1352. This d	lisclosure of lobbying	Print Name: Jo.	seba	Obeso	
activities is a material representation reliance was placed by the tier above	when this transaction	Title: Executi	ve V	Obeso ice President	
was made or entered into. This of	disclosure is required	Telephone No.:	19)242	- Date: 10/17/24	
pursuant to 31 U.S.C. 1352. This inform to the Congress semi-annually and wil	l be available for public		4432		
to the Congress semi-annually and wil inspection. Any person who fails disclosure shall be subject to a civil p	to file the required				
\$10,000 and not more than \$100,000	for each such failure.				
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)	
reuel at Ose Only.				Standard Form LLL (Rev. 7-07)	

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

Authorized for Local Reproduction Standard Form - LLL-A

OMB0348-0046

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.
- 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;
 - A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.
- D. <u>Disclosure Forms-LLL</u> must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:
 - 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;
 - A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

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

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

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

- 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.
- 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.
- If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 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."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the 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 TransCal Services, LLC		Project Name Morena Pipeline		
Bid / Proposal No. K-25-2169-DBB-3-A-C Assistance Agreement		No. (if known)	Point of Contact Jeffery Henderson	
Address 6109 South Western Avenue	e, Suite 103 Los Angeles,	CA 90047		
Telephone No. (818) 419-2581		Email Address jhenderson@transcalservices.com		
Prime Contractor Name OHLA USA, Inc		Issuing/Funding Entity		

Contract Item Number	Description of Work Submitt Construction, Ser	ted from the Prime Contractor Involving vices, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
13	Project Labor Agreen	nent (PLA) Jobs Coordinator	\$49,700.00
DBE Certified By: X Other: CUP	∑ DOT SBA C/City of Los Angeles	Meets/exceeds EPA certification stands X YES NO Unknown	ards?

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Prime Contractor Signature	Print Name
16	Kevin Ta
Title	Date
While Estimator	10/17/24

Subcontractor Signature	Print Name
(estery Konderson)	Jeffery Henderson
Title	Date
Managing Member	10/16/24

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



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				
RAC Construction & Engineer	ing, Inc.	Morena Pipeline				
Bid / Proposal No.	Assistance Agreeme	nt ID No. (if known)	Point of Contact			
K-25-2169-DBB-3-A-C			Ruben Claudio			
Address						
5811 Barbarossa Ct, San Diego, CA 92115						
Telephone No.		Email Address				
(760) 497-6668		rclaudio@racconstruction.biz				
Prime Contractor Name		Issuing/Funding Entity				
OHIA USA, INC.		City of San Diego				

	Contract Item Number	Description of Work Submitted from the Prin Construction, Services, Equipmen		Submitted to the Prime Contractor
kn ^G	15,16,17,18 19,20,21,22 23,25,67,101 154,155	Concrete Flatwork Items		\$1,045,665.50
XX	101	concrete Flottwo	YE	\$40,920.00
44	154, 155	Concrete Flatw	ork	\$44,564.00
A	DBE Certified By:	✓DOT ✓SBA Meets/ex	ceeds EPA certification sta	andards?
	✓ Other: MBE	YES	NO Unknow	n

FORM 4500-3 (DBE Subcontractor Performance Form)

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Prime Contractor Signature	Print Name Kevin Ta			
I C				
Title	Date			
Chief Estimator	10/17/24			

Subcentractor Signature	Print Name
460>	Ruben Claudio
Title	Date
President/Owner	10/17/2024

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



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		I =		
Subcontractor Name		Project Name		
RAP Engineering, LLC.		MORENA PIPELINE		
Bid / Proposal No.	Assistance Agreeme	nt ID No. (if known)	Point of Contact	
RAP #24-367			Steven Whitlock	
Address				
503 E. Mission Road, San Marco	s, CA 92069			
Telephone No.		Email Address		
760-233-2980		swhitlock@rapenginc.com		
Prime Contractor Name		Issuing/Funding Entity		
OHLA USALING				

	Contract Item Number	Description of Work Submitted fror Construction, Services, I		ring Price of Work Submitted to the Prime Contractor	
age	34,35	Asphalt		\$3,153,164.6 \$33,825.5	65
PTOC	153	Asphalt			
PAY D	161,102	r Asphalt		\$ 1,486,890.	000
ALL SALE	170-171,	Psphalt	T	\$ 1,449,957.	70
10.	DBE Certified By:	SBA	Meets/exceeds EPA certificati	on standards?	
	Other:		YESNO X Ur	nknown	

FORM 4500-3 (DBE Subcontractor Performance Form)

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Prime Contractor Signature	Print Name		
p/	Kevin Ta		
Title	Date		
Cinief Estimator	10/17/24		

Subcontractor Signature	Print Name
steve whitlock	Steven Whitlock
Title	Date
Vice President	10/17/2024

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Subcontractor Name

Bid / Proposal No. K-25-2169-DBB-3-A-C

Address

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.

Assistance Agreement ID No. (if known)

VINATIA Son Digan

Project Name

Morena Pipeline

Point of Contact

Sean

- 1	10 00	1000 110 201 012 10	10100			
ſ	Telephone No.		Email Address			
	858 S60 6881		sean (Astate Wick Stripes, a			
[Prime Contractor N	lame	Issuing/Funding Entity			
	OHLA USA, Inc.		THIS IS A DRINKING WATER STATE REVOLVING FUN THROUGH THE ENVIRONMENTAL PROTECTION AGE	ENCY (EPA)		
,						
				Price of Work		
	Contract Item	Description of Work Submitted fro		Submitted to the		
	Number	Construction, Services,	Equipment or Supplies	Prime Contractor		
.0.		01 0 14 0100	and Albandia acc	\$		
ROCY	34+35	Striping & Pavemer	AT MOVEINGS	708,750.00		
. v		· · · · · · · · · · · · · · · · · · ·		\$10 000 to		
WX	110,111			\$10,000.60		
X	135,1360	10		X		
60	137/170	· ·		\$ 9500,00		
20	- W	10		\$ 1. Can m		
Co	M /			P 6500,00		
the	179-199,20	1)		\$ 945,337,0		
XX	DBE Certified By:	DOT SBA	Meets/exceeds EPA certification stand	dards?		
	Other:	_	WES NO Unknown			

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Prime Contractor Signature	Print Name
VIII	Kevin Ta
Title	Date
Onief Estimator	10/17/14

	1
Subcentractor Signature	Print Name
Sent of	Sean Bayot
Title	Date
Estimator/PM	10/17/2024

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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Subcontractor Name		Project Name		
The Quality Firm		San Diego Morena Pipeline		
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact	
K-25-2169-DBB-3-A-C			Manna Belayhun	
Address				
1075 East Nevada St Signal Hill, CA 90755				
Telephone No.		Email Address		
720-448-3281		mbelayhun@thequalityfirm.com		
Prime Contractor Name		Issuing/Funding Entity		
OHLA USA, Inc.		DWSR	FIEDA	

Contract Item Number	Description of Work Submitted fro Construction, Services,		Price of Work Submitted to the Prime Contractor
34,35	- Quality Control Plan - Inspection - Testing		\$95,000.00 47 48,600
	•		
	DOT SBA Certified by Metro	Meets/exceeds EPA certification standar ✓YES NO ✓ Unknown	ds?

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Prime Contractor Signature	Print Name
Way.	Kevin Ta
Title	Date
Chief Estimator	10/17/24

Subcontractor Signature	Print Name
×h.	Yonas Keffelew
Title	Date
President	10/14/2024

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Subcontractor Name		Project Name	
G&F Concrete Cutting		Morena Pipeline	
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact
K-25-2169-DBB-3-A-C			Michael Phillips
Address 13653 Alondra Blvd. S	anta Fe Sprir	ngs, CA 9067	0
Telephone No. 562-299-0227		Email Address m.phillips@gfconcretecutting.com	
Prime Contractor Name		Issuing/Funding Entity	
OHLA USA, INC.		City of San Diego	
		DNSRF	FPA '

Contract Item Number	Description of Work Submitted fro Construction, Services,	Submitted to the Prime Contractor	
34,35	Saw cutting		\$186,371,00
DBE Certified By:	X DOT SBA	Meets/exceeds EPA certification standar	ds?
Other:		YES NO X Unknown	

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Prime Contractor Signature	Print Name
W	Kevin Ta
Title	Date
Chief Estimator	10/17/24

Subcontractor Signature	Print Name	
Michael Phillips Dispertly Methael Philips Michael Phillips Michael Phillips		
Title	Date	
Estimator	10-17-24	

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Subcontractor Name		Project Name	lino	
Ace Fence Company		Morena Pipel		
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact	
K-25-2169-DBB-3A	C		Romeo Layos	
Address				
727 Glendora Ave., La Puente, 0	727 Glendora Ave., La Puente, CA 91744			
Telephone No.		Email Address		
(626) 333-0727 rlayos@ace		encecompany.com		
Prime Contractor Name		Issuing/Funding Er	ntity	
DHLA USA, Inc.				
				Price of Work

	Contract Item Number	Description of Work Submitted froi Construction, Services, I	Submitted to the Prime Contractor		
	11,12,67,83	Fence + Qua	rdrai	\$ 233,348.	OC.
,	156	Fence		\$33,930.∞	-
	DBE Certified By: Other:	X_DOTSBA	Meets/exceeds EPA certification standard	rds?	

FORM 4500-3 (DBE Subcontractor Performance Form)

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Prime Contractor Signature	Print Name	
pa	Kevin Ta	
Title	Date	
Chief Estimator	10/17/24	

Subcontractor Signature	Print Name
4	Amy Tsui
Title	Date
President	10/17/2024

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Subcontractor Name		Project Name		
Traffic Loops Crackfilling, Inc.		Morena Pipelir	ne	
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact	
K-25-2169-DBB-3-A-C			Kim Nguyen	
Address				
946 S. Emerald St., Anaheim, CA 92804				
Telephone No.		Email Address		
714-520-4026		admin@trafficl	oops.net	
Prime Contractor Name		Issuing/Funding Er	ntity	
OHLA USA		DWSK	F/CPA	

Contract Item Number	Description of Work Submitted from Construction, Services,	Price of Work Submitted to the Prime Contractor	
63 64 166 175	Pedestrian Push Button Assemblies & Wiring Traffic Signal loop and Appurtenance Replacement		\$595,000 \$135,000 \$13,500 \$43,500
DBE Certified By: SBA			ds?
Other:		YESNOUnknown	

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Prime Contractor Signature	Print Name		
les .	Kevin Ta		
Title	Date		
grief Estimator	10 17 24		

Subcontractor Signature	Print Name
KROMAN	Kim Nguyen
Title	Date
Office Manager	10/17/2024

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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.

MININ ILON	1.0		Project Name		D' 1'	
OHLA USA	, Inc.			la	Pipeline	
Bid / Proposal No.		Assistance Agreemer	nt ID No. (if known)	Point o	f Contact	
K-25 - 2169 -	DBB -3-	A-C		Ke	vin Ta	
Address 34 EXECUT	ive Pa	rk, Suite	180, Irvi	ne	CA 9261	4
Telephone No. 949 - 242			Casall Address		ohla-usa	
Issuing/Funding Entity						
DWSRF/A	EPA	CITY OF	Son I	Dieg	10	
I have identified potential If yes, please complete th			'ESNO			
					:-	-
Subcontractor Name/ Company Name		Company Address / F	the second second	com	Estimated Dollar Amount	Currently DBE Certified?
Company Name SAKEWICK SALPE, N	sean VC POP (BSB)	80x600710,5 500 - 6	destripes. CANDIGO, CA 1887	9216	Dollar Amount 0 1683087.	DBE Certified?
Company Name SAKEWICK SALPE, N	sean VC POP (BSB)	80x600710,5 500 - 6	destripes. CANDIGO, CA 1887	9216	Dollar Amount 0 1683087.	DBE Certified? VES - CAUTEM CO # 9123/
Company Name	sean VC POP (BSB)	80x600710,5 500 - 6	destripes. CANDIGO, CA 1887	9216	Dollar Amount 0 1683087.	DBE Certified? VES - CAUTEM CO # 9123/
Company Name SAIEWICK STRIPE, N	sean VC POP (BSB)	Stotlewing Stoke 600710,5 Slot - 60 S Errerald weigh CA 64 40,520-4000 matting of the	destripes. CANDIGO, CA 1887	9216	Dollar Amount 0 1683087.	DBE Certified? VES - CAUTEM CO # 9123/

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

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Prime Contractor Name		Project Name	
OHLA USA, Inc.		Morena Pipeline	
Bid / Proposal No.	Assistance Agreemen	nt ID No. (if known)	Point of Contact
K-25-2169-DBB-3-A-C			Kevin Ta
Address 34 Executive Park, Suite 180, Irvine	e CA 92614		
Telephone No.		Email Address	
929-242-4432		ca.est@ohla-us	a.com
Issuing/Funding Entity THIS IS A DRINKING WATER STATE REV THROUGH THE ENVIRONMENTAL PROT	OLVING FUND (DWSRF) ECTION AGENCY (EPA)	FUNDED CONTRACT	Г

-	DBE certified subcontractors. <u>x</u> YES NO ne table below. If <i>no</i> , please explain:		
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
TransCal Services, Inc.	LOS Angeles, CA 90047		
RAC construction rengineering inc	(BIB) 419-25BI Thenderson@transco 5BII Barbarossa Ct, \$1, san Diego, CA 92115 (1706) 497-6668 rclaudio@racci	131,149.50	Yes
RAP Engineering, LLC	503 E. Mission Pd, \$1	0,123,637.9 nginc . com	2 Yes

FORM 4500-4 (DBE Subcontractor Utilization Form)

⁻⁻Continue on back if needed--

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Prime Contractor Name

K-25-2169-DBB-3-A-C

OHLA USA, Inc.

Bid / Proposal No.

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's ² 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.

Assistance Agreement ID No. (if known)

Project Name

Morena Pipeline

Point of Contact

Kevin Ta

Address	to 100 Inino CA 02614			
	ite 180, Irvine CA 92614	Email Address		
Telephone No.		ca.est@ohla-usa.com		
929-242-4432		ca.est@onia asa.com		
Issuing/Funding Entity	ER STATE REVOLVING FUND (DWSRF)	FUNDED CONTRACT		
THROUGH THE ENVIRON	MENTAL PROTECTION AGENCY (EPA)			
I have identified notentia	I DBE certified subcontractorsx_ Y	res no		
-	he table below. If no, please explain:			
if yes, please complete the	ne table below. If no, please explain.			
Subcontractor Name/			Estimated	Currently DBE
Company Name	Company Address / F	Phone / Email	Dollar Amount	Certified?
		CF	1110 1 66	
The Quality	1075 East Newado	7 ST.	448,600 a	YPS
Firm	Signal Hill, CA 90	755	. (1)	100
10.000		elayhun@theam	ality firm. cor	n
Cust Donado	13653 Alondra Blue	d. \$	1000 771 0) Vac
ICITY CONCIEN	100000111010101	7.	186,311.01	NES !
EJ+F Concrete	Santa Fe Springs, Cl	A 906 10		NES CO
Cutting	Santa Re Springs, C1 (562) 299 - 0227 M	a 906-10 a phillipse of c	oncretecy	itting.a
Cutting	Santa Fe Springs, Cl (562) 299 - 0227 M T 127 North Glendo	1. phillipsegforal Avenue \$ 21		
Cutting Ace Fehring	Santa Fe Springs, Cl (562) 299 - 0227 M 1727 North Wendo	1. phillipsegfora Avenue \$ 21	oncreteci	
Cutting	Santa Re Springs, CM (562) 299 - 0227 M T 127 North Glenda La Puente, CA 9 (626) 333 - 0727	1. phillipsegfora Avenue \$ 21 1744 clay 0 s@acefen	oncreteci	
Cutting Ace Fehring	Santa Re Springs, CM (562) 299 - 0227 M T 127 North Glenda La Puente, CA 9 (626) 333 - 0727	1. phillipsegfora Avenue \$ 21	oncreteci	

FORM 4500-4 (DBE Subcontractor Utilization Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 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
	Joseba Obeso
Title	Date
Executive Vice President	10/17/24

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

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

ADDENDUM A





FOR

MORENA PIPELINE

BID NO.:	K-25-2169-DBB-3-A-C
SAP NO. (WBS/IO/CC):	S-16027
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	2, 7
PROJECT TYPE:	KA, KB

BID DUE DATE:

2:00 PM SEPTEMBER 19, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

- Q1. The link on Page 134 of the Solicitation for the Subject Project did not include the Geotechnical Report, Cut and Cover Pipeline Portion, Dated January 5, 2018 by Aecom. Please provide this document.
- A1. Refer to Section E, Item 1 of this Addendum.

C. INSTRUCTIONS TO BIDDERS

- To Section 24, CITY STANDARD PROVISIONS, subsection 24.4, page 21,
 DELETE in its entirety and SUBSTITUTE with the following:
 - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §1776.

D. ATTACHMENTS

1. To ATTACHMENT D, FUNDING AGENCY PROVISIONS, Section 10, **Wage Rates**, pages 66 through 104, **DELETE** in its entirety and **SUBSTITUTE** with pages 3 through 32 of this Addendum.

E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To ATTACHMENT E, Section 3, CONTROL OF THE WORK, subsection 3-9, TECHNICAL STUDIES AND SUBSURFACE DATA, Item 6, page 134, The Google Drive Link below:

https://drive.google.com/drive/folders/1oGITZoAk8tYbAtznoRguImBdDbbuiEOq

has been updated to include a new folder titled as Addendum A, which includes Geotechnical Report, Cut and Cover Pipeline Portion, Dated January 5, 2018, by AECOM.

Rania Amen, Director

Engineering & Capital Projects Department

Dated: August 22, 2024

San Diego, California

RA/AJ/na

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

"General Decision Number: CA20240001 08/09/2024

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 |. Executive Order 14026 |into on or after January 30, | generally applies to the |2022, or the contract is | contract. |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or | all covered workers at |after January 30, 2022: | 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|. Executive Order 13658 |or between January 1, 2015 and | generally applies to the |January 29, 2022, and the | contract. |contract is not renewed or |. The contractor must pay all| |extended on or after January | covered workers at least 130, 2022: \$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 $\frac{\text{http://www.dol.gov/whd/govcontracts.}}{\text{http://www.dol.gov/whd/govcontracts.}}$

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	
7		07/05/2024	
8		07/26/2024	
9		08/09/2024	

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)		25.27
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	0.00.50	12.27
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 FINISHERTILE FINISHERTILE LAYER	.\$ 34.78	15.23 13.64 19.18
BRCA0018-010 09/01/2023		
	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER	.\$ 39.95 .\$ 47.85	14.65 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		16.28
Drywall Stocker/Scrapper	.\$ 22.16	8.62
CARP0619-002 07/01/2021		
	Rates	Fringes
Drywall		
<pre>(2) All other work Drywall Installer/Lather Drywall Stocker/Scrapper</pre>		16.28 8.62
CARP0619-003 07/01/2021		
	Rates	Fringes
	1.000	1111900
CARPENTER (1) Bridge	.\$ 46.30 .\$ 51.40 .\$ 38.47	16.28 16.28 16.28 16.28 15.76 16.28
CARP0619-004 07/01/2021		
	Rates	Fringes
Diver (1) Wet	.\$ 444.24 .\$ 436.24 .\$ 412.24	16.28 16.28 16.28 16.28
CARP0721-001 07/01/2021		
	-	
	Rates	Fringes

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7.15

Modular Furniture Installer.....\$ 21.85

	Rates	Fringes
MILLWRIGHT	\$ 51.90	16.48
ELEC0569-001 06/01/2024		
	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer	\$ 60.30	17.84
Electrician		17.81
Electricians: (All Other		
Work, Including 4 Stories		
Residential)		
Cable Splicer	\$ 53.60	17.64
Electrician		17.62

ELEC0569-004 06/03/2024

Rates Fringes

ELECTRICIAN (Sound & Communications Sound

Technician).....\$ 43.78 15.39

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

ELEC0569-005 06/03/2024

Rates Fringes

Sound & Communications

Sound Technician......\$ 43.78 15.3

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

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

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

Rate	s 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

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ELEC1245-001 06/01/2024

	Rates	:	Fringes
LINE	CONSTRUCTION (1) Lineman; Cable splicer\$ 70.16 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)\$ 53.30 (3) Groundman\$ 53.30 (4) Powderman\$ 51.87		24.46 22.01 21.51 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

	1	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
<pre>(5) Fireman-Oiler,</pre>		
Deckhand, Bargeman,		
Leveehand\$	56.93	34.60
(6) Barge Mate\$	57.54	34.60

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ENGI0012-024 07/01/2023

	I	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
GROUP	12\$	57.08	32.80
GROUP	13\$	57.18	32.80
GROUP	14\$		32.80
GROUP	15\$		32.80
GROUP	16\$		32.80
GROUP	17\$		32.80
GROUP	18\$		32.80
GROUP	19\$		32.80 32.80
GROUP	20\$ 21\$		32.80
GROUP GROUP	22\$		32.80
GROUP	23\$		32.80
GROUP	24\$		32.80
	25\$		32.80
OPERATOR:	Power Equipment	00.00	32.00
	iledriving &		
Hoisting)	3		
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\$		32.80
GROUP	6\$	56.79	32.80
GROUP	7\$	56.91	32.80
GROUP	8\$		32.80
GROUP	9\$		32.80
GROUP	10\$		32.80
GROUP	11\$		32.80
	12\$ 13\$		32.80 32.80
GROUP OPERATOR:	Power Equipment	01.23	32.00
(Tunnel Wor			
GROUP	1\$	55 75	32.80
GROUP	2\$		32.80
GROUP	3\$		32.80
GROUP	4\$		32.80
GROUP	5\$		32.80
GROUP	6\$		32.80
GROUP	7\$		32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval

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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 bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 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

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- 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)

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

to start at the point which is the NW corner of Section 1, T17N, R14E, SBM $\,$

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

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

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

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

Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0229-001 01/01/2024

Rat	ces	Fringes
IRONWORKER		
Fence Erector\$ 42	2.53	26.26
Ornamental, Reinforcing		
and Structural\$ 47	1.45	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	\$ 38.37 \$ 39.12 \$ 39.98	22.44 22.44 22.44 22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)	, 4T.00	22.14

Rates	Fringes
(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 condominums — excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas,

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electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

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

LABO0089-002 11/01/2020

		I	Rates	Fringes
LABORER	(MASON	TENDER)\$	33.00	19.23
LAB0008	9-004 ()7/01/2022		

HEAVY AND HIGHWAY CONSTRUCTION

Talana		Rat	tes	Fringes
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	Group	2\$39	9.27	22.44
	Group	3\$39	9.72	22.44
	Group	4\$40	0.62	22.44

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

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

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools,

Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

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

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

* LABO0300-005 07/01/2024

Rates Fringes
Asbestos Removal Laborer......\$ 43.88 25.13

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

R	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\$		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

		I	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.

Rates	Fringes
\$ 41.14	23.05
\$ 32.27	14.70
Rates	Fringes
\$ 50.40	21.41
Rates	Fringes
\$ 38.77	18.62
Rates	Fringes
\$ 47.37	19.64
	AVAL AMPHIBIOUS 3.00 additional
Rates	Fringes
\$ 26.34	19.77
\$ 27.99 \$ 30.07	19.77 21.12
the building :	line, meeting the
	\$ 41.14 \$ 32.27 Rates \$ 50.40 Rates \$ 38.77 Rates \$ 47.37 ON, COLORADO NAIR STATION: \$3 Rates \$ 26.34 \$ 27.99 \$ 30.07

interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

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GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2023		
	Rates	Eringog
	Races	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base	\$ 61.68	26.51
stores not to exceed 5,000 sq. ft. of floor space Work ONLY on strip malls, light commercial, tenant		25.28
improvement and remodel work	<u>.</u>	23.86
PLUM0016-011 09/01/2023		
PLOMO016-011 09/01/2023		
	Rates	Fringes
PLUMBER/PIPEFITTER Residential	\$ 45.22	22.43
PLUM0345-001 09/01/2023		
	Rates	Fringes
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work		25.90 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

I	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

	F	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
GROUP /.		43.31	23.3/

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,

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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.

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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

August 22, 2024 ADDENDUM A Page 30 of 32 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 $\S1.3(g)-(h)$. 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
- $^{\star}\,$ 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"

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov Phone No. (619) 533-4618

ADDENDUM B





FOR

MORENA PIPELINE

BID NO.:	K-25-2169-DBB-3-A-C
SAP NO. (WBS/IO/CC):	S-16027
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	2, 7
PROJECT TYPE:	KA, KB

BID DUE DATE:

2:00 PM **OCTOBER 17, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

September 10, 2024 **ADDENDUM B** Page 1 of 2

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

- Q1. Since DBEs are no longer "government certified" by SBA, should all of the SBA "Government Certified" be included? These are 8(a), HZ, WOSB, EDWOSB, VOSB, SDVOSB?
- A1. Bidders must utilize the SBA's Dynamic Business Search database to locate potential subcontractors, suppliers, and/or manufacturers, and must provide a copy of search records for each item of work made available on Form AA61. The SBA database will include business with SBA's certifications, including 8(a), HUBZone (HZ), Women-Owned Small Business (WOSB), Economically Disadvantaged Women-Owned Small Business (EDWOSB), Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB). For more information, please refer to the Solicitation Attachment D Funding Agency Provisions, Section 12 DBE Potential Resources.
- Q2. The CA DOT UCP site certifies for both NAIC and CA DOT Work Codes. Can the Work Codes be combined with the NAIC code for individual searches? Or are individual searches required for each NAIC and DOT Work Codes?
- A2. Bidder must provide individual search records for each item of work made available and its associated NAICs code listed on Form AA61. Please reference the EPA Good Faith Effort Guideline on Planetbids for further information.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *September 10, 2024*San Diego, California

RA/AJ/na

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

ADDENDUM C





FOR

MORENA PIPELINE

BID NO.:	K-25-2169-DBB-3-A-C
SAP NO. (WBS/IO/CC):	S-16027
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	2, 7
PROJECT TYPE:	KA, KB

BID DUE DATE:

2:00 PM OCTOBER 17, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

September 16, 2024 ADDENDUM C Page 1 of 39

Morena Pipeline

ENGINEER OF WORK

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

PROFESSIONAL B. SHA
CIVIL CIVIL

Shapiro, Alan

Digitally signed by Shapiro, Alan DN: cn=Shapiro, Alan, ou=USSDG1, email=Alan.Shapiro@aecom.com

9/12/2024

Seal:

1) Registered Engineer

Date

Sam Tadros

9/11/2024

Seal:

Seal:

2) For City Engineer

Date



Suan Lenorese

3) For City Engineer

9-11-2024

Date

PROFESSIONAL

R. GENOLICIES

C-57979

CIVIL

OF CALIFORNIA

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. Verify that the project is federally funded by the EPA through grant to California State Water Resources SRF.
- A1. Yes. The project is funded by a loan from the California State Water Resources Control Board's Drinking Water State Revolving Fund (DWSRF) program. The DWSRF program receives grants from the EPA and disburses federal funds to various projects. The loan agreement for the project funding contains federal crosscutting requirements, which are described in Attachment D of the solicitation.
- Q2. Bid item #33 4-Inch or Larger Meter for Construction Flushing (EOC Type 1) is listed as an Allowance but does not stipulate a unit price. Can you clarify amount?
- A2. Please refer to Section 306-8.9.4.5 of the 2021 City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") for the payment clause for Bid item #33 4-Inch or Larger Meter for Construction Flushing (EOC Type 1).

A link to the standards is provided in Section 8 Reference Standards under Instructions to Bidders of the solicitation.

C. ADDENDUM

- 1. To Addendum A, **ATTACHMENTS**, **Item 1**, page 2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1. To ATTACHMENT D, FUNDING AGENCY PROVISIONS, Section 10, Wage Rates, pages 66 through 104, **DELETE** in its entirety and **SUBSTITUTE** with pages 10 through 39 of this Addendum.

D. NOTICE INVITING BIDS

- 1. To SECTION 3, **ESTIMATED CONSTRUCTION COST**, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$60,800,000.00**.

E. ATTACHMENTS

1. To Attachment A, Scope of Work, Section 1, **Scope of Work**, page 26, **ADD** the following:

Morena Pipeline (BL)

This project will install bicycle facilities, sharrows, signage, flex post, and bike loops on the following location:

W Morena Blvd between Morena Blvd (N) to Morena Blvd (S)

Morena Blvd between W Morena Blvd and MTS Trolley Line

Napa Street between Morena Blvd and Friars Rd.

- 2. To Attachment A, Scope of Work, Section 1, Scope of Work, Subsection 1.1., **item 1.1.1**, page 26, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1.1.1. The Notice Inviting Bids and Plans numbered 40380-01-D through 40380-95-D, and 40380-139-D through 40380-157-D, Signage and Striping Improvements Plans (for Morena Pipeline Bike lane) numbered 0100420-1-D through 0100420-35-D, for Morena Improv 3 (S) Plans numbered 0100380-01-D through 0100380-05-D, for Morena Improv 3A (W) Plans numbered 0100352-01-D through 0100352-05-D, for Morena Boulevard Median Plans numbered 39276-01-D through 39276-03-D, and Traffic Control for Morena Boulevard Median Plans numbered 39276-T01-D to 39276-T02-D, inclusive.

The PDFs of the Plans are available for download in the link below.

https://drive.google.com/drive/folders/1G02i_LXoT6Yg0L1D0C-Lk0frx-7eDrF4

F. SUPPLEMENTARY SPECIAL PROVISIONS

- 1. To Attachment E, SECTION 6 PROSECUTION AND PROGRESS OF THE WORK, Subsection 6-2.2, item 8, page 152, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 8. Contractor must start from the north (Balboa Ave.) and move South to avoid conflicts with the Morena Conveyance South project along Morena Blvd.

The Contractor may enable a second crew that starts from the South at the intersection of Napa Street and Morena Blvd. and Work North 60 WD after the start of the North to South Crew but will not be allowed into the 1600 Block of Morena Blvd. (North of W. Morena at Morena) north to Morena Blvd. and Milton Avenue until 120 WD after NTP, or until released by the Engineer.

All work, excluding potholing, between the south terminus of the 16-inch and 36-inch diameter waterlines to the intersection of Napa Street at Morena Boulevard will be limited to a work window between 9/16 and 1/31. Potholing between the south terminus of the 36-inch waterline to the south side of the intersection of Riley Street and Napa Street, and potholing of the southernmost 150 feet of 16-inch waterline will be limited to a work window between 9/16 and 1/31. Contractor shall develop a multiple staged schedule to align all activities within these windows and the contract time.

- 2. To Attachment E, SECTION 7 MEASUREMENT AND PAYMENT, Subsection **7-3.1**, **General**, page 156, **ADD** the following:
 - 7. The Payment for "White Channelizer Curb w/ 28" Height Post" shall be made at the contract unit bid price for each and shall include all work, material, labor, costs, and time associated with the installation of flexible delineators.

Flexible Delineators shall be placed and installed at locations as specified in the Striping, Signing and Electric Plans set **100420-1-D** thru **100420-35-D**.

G. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Additive Alternate F - Morena Bike Lane	237310	Painted Traffic Striping (Detail 38B)	<u>LF</u>	<u>195</u>	314-4.3.7	
Additive Alternate F - Morena Bike Lane	237310	Painted Traffic Striping (Detail 39)	<u>LF</u>	<u>15,545</u>	<u>314-4.3.7</u>	
Additive Alternate F - Morena Bike Lane	237310	Painted Traffic Striping (Detail 39A/40)	<u>LF</u>	12,585	314-4.3.7	
Additive Alternate F - Morena Bike Lane	237310	Painted Traffic Striping (Green Pavement Treatment)	<u>SF</u>	120	314-4.3.7	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Traffic Striping (Green Pavement Treatment)	<u>SF</u>	20,730	<u>314-4.4.6</u>	
Additive Alternate F - Morena Bike Lane	237310	Stop Bar (Limit Line)	<u>LF</u>	157	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Traffic Striping (Diagonal Buffer Stripe)	<u>LF</u>	1,371	<u>314-4.4.6</u>	

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Additive Alternate F - Morena Bike Lane	237310	Removal of Traffic Striping and Curb Marking (Hydroblast)	<u>EA</u>	1	314-2.3	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Legend- Only)	<u>EA</u>	2	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Legend-Bike)	<u>EA</u>	2	<u>314-4.4.6</u>	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Legend- Bus)	<u>EA</u>	2	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Legend - Bike w/ Arrow Symbol)	<u>EA</u>	64	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Sharrows)	EA	<u>27</u>	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Shark Teeth)	<u>SF</u>	4	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Thermoplastic Pavement Marking (Bike Lane Shark Teeth)	<u>SF</u>	2	314-4.4.6	
Additive Alternate F - Morena Bike Lane	237310	Red Curb	<u>LF</u>	<u>203</u>	314-4.3.7	

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Additive Alternate F - Morena Bike Lane	237310	Install Traffic Sign on New Post per SDM 104	<u>EA</u>	11	701-2	
Additive Alternate F - Morena Bike Lane	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	<u>EA</u>	<u>13</u>	701-2	
Additive Alternate F - Morena Bike Lane	237310	Install Traffic Sign on Existing Post	<u>EA</u>	<u>54</u>	701-2	
Additive Alternate F - Morena Bike Lane	237310	Removal Existing Traffic Sign	<u>EA</u>	<u>40</u>	701-2	
Additive Alternate F - Morena Bike Lane	237310	Removal Existing Traffic Sign and Post	<u>EA</u>	<u>21</u>	701-2	
Additive Alternate F - Morena Bike Lane	238210	Traffic Signal Loop and Appurtenance (Type Q)	<u>EA</u>	11	404-12	
Additive Alternate F - Morena Bike Lane	237310	White Channelizer Curb w/ 28" Height Post	EA	<u>371</u>	7-3.1	
Additive Alternate F - Morena Bike Lane	237310	Mobilization	<u>LS</u>	1	7-3.4.1	
Additive Alternate F - Morena Bike Lane		Field Order (EOC Type II)	AL	1	<u>7-3.9</u>	84560

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Additive Alternate F - Morena Bike Lane	<u>524126</u>	Bonds (Payment and Performance)	<u>LS</u>	1	1-7.2.1	

H. PLANS

1. The Google Drive Link below:

https://drive.google.com/drive/folders/1G02i LXoT6Yg0L1D0C-Lk0frx-7eDrF4

has been updated to include a new folder titled as Addendum C, which includes Plans numbered **0100420-1-D** through **0100420-35-D**.

Rania Amen, Director Engineering & Capital Projects Department

Dated: September 16, 2024

San Diego, California

RA/AJ/na/rs

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

"General Decision Number: CA20240001 09/06/2024

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, | generally applies to the |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | contract.
 - 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.

|or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January | covered workers at least 130, 2022:

- |If the contract was awarded on|. Executive Order 13658 | contract.
 - |. The contractor must pay all| \$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.

Number	Publication 1	Date
	01/05/2024	
	01/12/2024	
	02/09/2024	
	02/23/2024	
	04/05/2024	
	04/12/2024	
	05/24/2024	
	07/05/2024	
	07/26/2024	
	08/09/2024	
	08/16/2024	
	09/06/2024	
	Number	01/05/2024 01/12/2024 02/09/2024 02/23/2024 04/05/2024 04/12/2024 05/24/2024 07/05/2024 07/26/2024 08/09/2024 08/16/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)		25.27
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	.\$ 34.78	15.23 13.64 19.18
BRCA0018-010 09/01/2023		
	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER	.\$ 39.95 .\$ 47.85	14.65 15.14

CARP0213-003 07/01/2021		
	Datas	Dark a see a
	Rates	Fringes
Drywall		
(1) Work on wood framed		
<pre>construction of single family residences,</pre>		
apartments or condominiums		
under four stories		
Drywall Installer/Lather		16.28
Drywall Stocker/Scrapper	> ZZ.10 	8.62
CARP0619-002 07/01/2021		
	Rates	Fringes
Drywall		
<pre>(2) All other work Drywall Installer/Lather</pre>	\$ 42 80	16.28
Drywall Stocker/Scrapper		8.62
CARP0619-003 07/01/2021		
CART 0013 003 077 017 2021		
	Rates	Fringes
CARPENTER		
(1) Bridge	\$ 51.53	16.28
(2) Commercial Building		16.28
(3) Heavy & Highway		16.28
(4) Residential Carpenter(5) Residential	\$ 38.47	16.28
Insulation Installer	\$ 24.16	15.76
PILEDRIVERMAN	\$ 51.53	16.28
CARP0619-004 07/01/2021		
	Rates	Fringes
Diver		
(1) Wet		16.28
(2) Standby		16.28
(3) Tender		16.28 16.28
		10.20
Amounts in ""Rates' column are pe	r day 	
CARP0721-001 07/01/2021		
	Rates	Fringes
		_
Modular Furniture Installer		7.15
CARP1607-004 07/01/2021		
	Rates	Fringes
MILLWRIGHT	\$ 51.90	16.48

September 16, 2024 Morena Pipeline ADDENDUM C Page 13 of 39

ELEC0569-001 06/01/2024

	Rates	Fringes
Electricians (Tunnel Work) Cable Splicer Electrician Electricians: (All Other Work, Including 4 Stories		17.84 17.81
Residential) Cable Splicer Electrician		17.64 17.62

ELEC0569-004 06/03/2024

Rates Fringes

ELECTRICIAN (Sound & Communications Sound

Technician)\$ 43.78

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

ELEC0569-005 06/03/2024

Rates Fringes

Sound & Communications

Sound Technician.....\$ 43.78

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

ADDENDUM C September 16, 2024 Page 14 of 39 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 06/01/2024

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories)	\$ 40.50	8.18
ELEC1245-001 06/01/2024		
	Rates	Fringes
LINE CONSTRUCTION (1) Lineman; Cable splicer. (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,	.\$ 70.16	24.46

September 16, 2024 ADDENDUM C Page 15 of 39

Morena Pipeline

trenchers, cranes (50 tons and below), overhead &	Rates	Fringes
underground distribution line equipment)	\$ 40.76	22.01 21.51 18.79
HOLIDAYS: New Year's Day, M.L Independence Day, Labor Day, and day after Thanksgiving, Cl	Veterans Day, Thanks	
ELEV0018-001 01/01/2024		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 66.63	37.885+a+b
FOOTNOTE: a. PAID VACATION: Employer contacts as vacation pay credit for years of service, and 6% for	or employees with mo	re than 5
b. PAID HOLIDAYS: New Year's Day, Labor Day, Veterans' Day after Thanksgiving, and Chris	, Thanksgiving Day,	
ENGI0012-004 08/01/2024		
	Rates	Fringes
OPERATOR: Power Equipment (DREDGING) (1) Leverman	\$ 58.13 \$ 58.02	38.75 38.75 38.75
winch on dredge)	J 4/	38.75

ENGI0012-024 07/01/2023

(5) Fireman-Oiler,
Deckhand, Bargeman,

Leveehand.....\$ 56.93

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

(6) Barge Mate.....\$ 57.54 38.75

38.75

		Rates	Fringes
GROUP 10	\$	56.91	32.80
GROUP 12			32.80
GROUP 13	\$		32.80
GROUP 14			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			32.80
GROUP 21			32.80
GROUP 22			32.80
GROUP 23			32.80
GROUP 24			32.80
GROUP 25			32.80
OPERATOR: Power Equipme			
(Cranes, Piledriving &	110		
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 Equipme	nt		
(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 followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

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Morena Pipeline

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 qun 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 bendng machine operator;

Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

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

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

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

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

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

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas,

water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

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

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

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

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

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

LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON	TENDER)\$ 33.00	19.23

LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified

Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

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

inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

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

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

LABO0300-005 07/01/2024

		I	Rates	Fringes
Asbestos	Removal	Laborer\$	43.88	25.13

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\$	3 44.71	18.25
Laborers: (STRIPING/SLURRY		
SEAL)		01 00
GROUP 1\$		21.32
GROUP 2\$		21.32
GROUP 3\$		21.32
GROUP 4\$, 40.90	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

LAB01414-003 08/03/2022

I	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, brewer	•

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)	Rates .\$ 32.27	Fringes	
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			

September 16, 2024 ADDENDUM C Page 33 of 39 Morena Pipeline

GROUP 3: All other work

* PLUM0016-006 09/01/2024 Rates Fringes PLUMBER, PIPEFITTER, STEAMFITTER Camp Pendleton; Vandenberg Air Force Base.....\$ 61.68 26.51 Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....\$ 53.51 25.28 Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 42.49 23.86 All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 59.48 26.61 _____ * PLUM0016-011 09/01/2024 Rates Fringes PLUMBER/PIPEFITTER 22.53 Residential.....\$ 47.05 PΙ

September 16, 2024	ADDENDUM C	
SPRINKLER FITTER\$	49.19	26.30
I	Rates	Fringes
SFCA0669-001 04/01/2024		
ROOFER\$	41.30	12.04
F	Rates	Fringes
ROOF0045-001 07/01/2023		
PLUMBER Landscape/Irrigation Fitter.\$ Sewer & Storm Drain Work\$		25.90 23.28
F	Rates	Fringes
PLUM0345-001 09/01/2023		

Se Page 34 of 39 -----

SHEE0206-001 07/01/2023

ringes
0.80
08.0
0.24
3.0

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

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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.

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),

September 16, 2024 ADDENDUM C Page 36 of 39 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"

September 16, 2024 Page 39 of 39

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

ADDENDUM D





FOR

MORENA PIPELINE

BID NO.:	K-25-2169-DBB-3-A-C
SAP NO. (WBS/IO/CC):	S-16027
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	2,7
PROJECT TYPE:	KA, KB

BID DUE DATE:

2:00 PM OCTOBER 17, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

October 3, 2024 ADDENDUM D Page 1 of 22

ENGINEER OF WORK

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

Shapiro, Digitally signed by Shapiro, Alan DN: cn=Shapiro, Alan, ou=USSDG1, email=Alan.Shapiro@aecom.com Date: 2024.10.02 10:00:46-07'00'

com.com 46-07'00' 10/02/2024

Seal:

1) Registered Engineer

Date



Sam Tadros

10/01/2024

Seal:

2) For City Engineer

Date



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. **BIDDER'S QUESTIONS**

- Q1. With regard to traffic striping replacement, under what Bid item is restoration of traffic striping associated with the 36" and 16" pipelines to be included? Please clarify under what Bid Item is restoration of traffic striping associated with Additive Alternate's D and E to be included?
- A1. Please refer to Section D, items 2 and 3 of this Addendum for updated language for traffic striping.
- Q2. Will the City please consider pushing the bid opening out one week?
- A2. Please refer to Addendum B for Bid Due Date extension for a new opening date of 10/17/2024.
- Q3. Will Q&A be posted prior to bid opening?
- A3. Yes.
- Q4. Per Plan Sheets C-66 thru C-75, There is a note regarding the "TRENCH INFLUENCE AREA PER SDG-105(TYP)"
 - a. Is Morena Considered an Areterial Street or a Major Street?
 - b. What is the thickness of the Mill/Pave Area?

A4.

- a. Please refer to Section F, item 1 of this Addendum for revised Resurfacing Sheets for all street classifications.
- b. The thickness of overlay depth within the trench influence limits of Mill/Pave Area is 3" as shown on sheet C-47 detail 8 note 2, unless it follows Note 1 referenced in SDG-107 which requires reconstruction per Schedule "J" (SDG-113) per the street classification.

- Q5. Plan Sheet G-01 references SDG-107 for trench resurfacing. According to note 1 on SDG-107, any trench wider than 7' or longer than 100' must follow Schedule "J" (SDG-113), which outlines paving requirements based on street classifications. Could you please provide the street classification for Morena Blvd?
- A5. Please reference Section F, item 1 of this Addendum for revised Resurfacing Sheets for all street classifications.
- Q6. The Package C Morena Pipeline Plan Sheets do not include typical pipe trench sections for the 36" Transmission and 16" Distribution waterlines. According to Detail SDW-110, the trench width for mains larger than 16" should be as specified in the Plans. Could you please provide the typical pipe trench section details for the 36" waterline?
- A6. Please reference revised detail Sheet C-47 in Section F, item 1 of this Addendum for the typical trench width for 36" transmission waterline.
- Q7. I realize that the cut off for questions has expired but am hoping that I can get responses to the following requests for information.

First we would like to see if there is any chance that a Bid date postponement is an option? We would like to see if the City would consider extending the Bid date a minimum of two weeks and preferably three weeks to give us the time needed time for putting together our bid proposal?

Second, we are trying to find out why the traffic control Plans on the plans index sheet are not available and called out as not in contract? I know we have Bid items specific to providing traffic control for the work and improvements but not sure why the traffic control Plans are not available?

Lastly, it appears that another contractor is working on the 30" brine line and 48" sewer line in the same area as this contract and wanted to see if you could give us any information regarding coordination and time constraints?"

A7.

a. Please refer to Addendum B for Bid Due Date Extension for a new opening date of 10/17/2024.

- b. Engineered Traffic Control Plans shall be developed and permitted for Contractor's proposed activities as well as City Forces proposed activities after bid award. Please refer to SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, in the bid documents for more information.
- c. Please refer to SECTION 6 PROSECUTION AND PROGRESS OF THE WORK, 6-2.2 Work Restrictions, for more information on coordination efforts required with conflicting projects. Please refer to Addendum C, Section F, item 1, page 5.
- Q8. In solicitation Section 209-10.4.11.1 gives a -850 mV polarized or a current applied potential, per AMPP (NACE) SP0169. AMPP SP0100 deals with mortar coated steel pipelines (this project uses CMCL WSP). Section 5.3.1 of AMPP SP0100 gives a 100 mV polarization requirement for corrosion control. Section 5.3.2 indicated that -850 mV may be used but is not commonly used because of the extra current required. Is the 100 mV polarization criteria acceptable for the corrosion control criteria on the CMCL WSP on this project?
- A8. The 36-inch water transmission line will have a dielectric tape coating per AWWA C209/214 with a cement mortar rock shield over the tape per AWWA C205. Dielectrically coated steel pipe requires much less cathodic protection current than steel pipelines coated with only cement mortar. Because of this, the City requires that the pipeline cathodic protection satisfy the -850 mV polarized (instant off) protection criterion. Satisfying the 100 mV polarization criterion without satisfying the -850 mV polarization criterion is not acceptable.
- Q9. Please clarify what are the coatings required for the steel pipe (for both buried and exposed still pipe)
- A9. Shop applied tape coatings conforming to AWWA C214 are acceptable for buried and exposed steel pipe.
- Q10. Do you really want the pipe made from material conforming only to ASTM A 36?

We are asking to allow material conforming to ASTM A1011 and ASTM A1018 Gr 36 modified to 40 ksi minimum yield, like all the other past projects.

Current project specifications requires the use of steel plate only material, see Paragraph 209-2.2.1 – "conforms to ASTM A36" which is a steel sheet only material. (Please consult an engineer with experience in steel pipe design)

ASTM A36 it is only for steel plates. Spiral welded pipe is made from steel coils which are referenced in AWWA C200 standard, the one which was deleted.

We can manufacture pipe made from steel plates but it will be considerable more expensive that the typical spiral welded pipe. "

A10. Per AWWA C200, steel pipe conforming to ASTM A1018 Gr 36 modified to 40 ksi is acceptable.

C. ADDENDUM

- 1. To Addendum C, Section D, **NOTICE INVITING BIDS, item 1**, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1. To Section 3, **ESTIMATED CONSTRUCTION COST**, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$60,650,000.00**.

D. SUPPLEMENTARY SPECIAL PROVISIONS

- To Attachment E, Section 306, OPEN TRENCH CONDUIT CONSTRUCTION, subsection 306-1, GENERAL, page 220, ADD the following:
 - 2. The influence area shall be milled and paved a minimum of 3-inches.
- To Attachment E, Section 314, TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS, subsection 314-4.3.7, Payment, items 1 and 2, page 225, DELETE in their entirety and SUBSTITUTE with the following:
 - 1. The payment for the removal and replacement of existing traffic striping, pavement markings, curb markings, and pavement

markers shall be included in the Bid items for "Transmission Water Main - 36" WSP CML & TCMC (3/8" Thk)" and "Distribution Water Main - 16" PVC DR-14" for the Base Bid. The payment for the removal and replacement of existing traffic striping, pavement markings, curb markings, and pavement markers shall be included in the lump sum Bid item "Removal and Replacement of Existing Paint Striping" for Additive Alternate A - Morena Improv (3) and Additive Alternate B - Morena Improv 3A (Water).

- 2. If separate drawings are provided for the new installations of traffic striping, pavement markings, and pavement markers, pricing shall be provided separately.
- 3. To Attachment E, **Section 314, TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**, page 225, **ADD** the following:
 - **314-4.4.6 Payment**. To the "WHITEBOOK", items 2, 3, and 4, DELETE in their entirety and SUBSTITUTE with the following:
 - 2. The payment for the removal and replacement of existing thermoplastic traffic striping, pavement markings, and pavement markers shall be included in the Bid items "Transmission Water Main 36" WSP CML & TCMC (3/8" Thk)" and "Distribution Water Main 16" PVC DR-14" for the Base Bid. The payment for the removal and replacement of existing thermoplastic traffic striping, pavement markings, and pavement markers shall be included in the lump sum Bid item "Removal and Replacement of Existing Thermoplastic Stripings and Markings" for Additive Alternate A Morena Improv 3 (S) and Additive Alternate B Morena Improv 3A (Water).
 - 3. If separate drawings are provided for the new installation of thermoplastic striping, pricing shall be provided separately.
 - 4. If separate drawings are provided for the new installation of thermoplastic pavement markings, pricing shall be provided separately.

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
Additive Alternate D - Paving A (Paid by Transportation Department)	237310	Asphalt Concrete Overlay (3")	TN	7,124 <u>6,824</u>	302-5.9
Additive Alternate D - Paving A (Paid by Transportation Department)	237310	Cold Mill AC Pavement (3")	SF	393,051 367,607	404-12
Additive Alternate E - Paving B (Paid by Public Utilities Department)	237310	Asphalt Concrete Overlay (3 Inches)	TN	6,299 <u>6,010</u>	302-5.9
Additive Alternate E - Paving B (Paid by Public Utilities Department)	237310	Cold Mill AC Pavement (3 Inch)	SF	347,551 331,594	404-12

F. PLANS

1. To Drawing Numbers **40380-1-D**, **40380-11-D**, **40380-52-D**, and **40380-71-D** through **40380-80-D**, **DELETE** in their entirety and **REPLACE** with pages 10 through 22 of this Addendum.

Rania Amen, Director Engineering & Capital Projects Department

Dated: October 3, 2024

San Diego, California

RA/AJ/rs

2. EXISTING ENERGIZED 69KV & 23OKV ELECTRIC UNDERGROUND CABLES IN DUCT PACKAGE ENCASED IN CONCRETE. ANY EXCAVATIONS/POTTING WITHIN 10', A STANDBY LINEMAN IS REQUIRED & ONLY SDG&E APPROVED QUALIFIED ELECTRICAL WORKER ALLOWED TO EXCAVATE/POT WITHIN 10' OF EXISTING 69KV & 23OKV DUCT PACKAGES PROTECT IN PLACE ALL 69KV & 23OKV ELECTRIC UNDERGROUND FACILITIES CONTACT DIVERSIFIED UTILITY SERVICES INC. (858-278-2880) 30 DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE STANDBY

- 3. LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. CONTRACTOR SHALL PERFORM ALL WORK SHOWN ON PLANS INCLUDING ALL OTHER WORK SHOWN AS BY CITY FORCES. ALL SHUTDOWNS SHALL BE DONE BY CITY FORCES. FOR COORDINATION OF SHUTDOWNS, SEE NOTE 13 AND COORDINATE WITH THE ENGINEER.
- 6. KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- 7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 8. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION
- 9. 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.
- 10. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- II. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- 12. ALL BURIED DUCTILE IRON PIPE AND FITTINGS SHALL BE COATED AND HOLIDAY FREE AS SPECIFIED IN THE WHITEBOOK. IF USING WAX TAPE, OVERLAP EXISTING METALLIC PIPING BY 12 INCHES ON EACH SIDE. IF ANY BURIED PIPE MATERIALS ARE TO BE CHANGED FROM NONMETALLIC TO METALLIC DURING THE CONSTRUCTION PHASE, THIS CHANGE MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY'S CORROSION ENGINEER.
- 13. FOR COORDINATION OF THE SHUTDOWN OF MAINS, PLEASE CONTACT THE FOLLOWING 5 DAYS PRIOR: TRANSMISSION MAINS (16 INCHES AND LARGER) - JESUS RAMOS (619-527-7438) DISTRIBUTION MAINS (LESS THAN 16 INCHES) - TISA AGUERO (619-527-3143) WATER FACILITIES - TATYANA FIKHMAN (619-527-7465) AND JESUS RAMOS (619-527-7438)
- 14. CONNECTION JOINTS SHALL NOT BE INSTALLED ON THE PROPOSED WATER MAIN ABOVE, BELOW AND WITHIN 10' ON BOTH SIDES OF SEWER OR STORM DRAIN CROSSING.

CONSTRUCTION STORM WATER PROTECTION NOTES

TOTAL SITE DISTURBANCE AREA (ACRES) 3.77 AC

HYDROLOGIC UNIT/ WATERSHED Penasquitos HU/Mission Bay Watershed San Diego HU/ SD River Watershed

HYDROLOGIC SUBAREA NAME & NO. Tecolote HSA (906.50), Mission San Diego HSA (907.II)

2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

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-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ

TRADITIONAL: RISK LEVEL I 2 3 LUP: RISK TYPE I 🛛 2 🔲 3 🔲

3. CONSTRUCTION SITE PRIORITY

☐ PRIORITY DEVELOPMENT PROJECT

☐ STANDARD DEVELOPMENT PROJECT

☐ ASBS ☐ HIGH ☒ MEDIUM ☐ LOW PERMANENT STORM WATER BMP CATEGORY:

☐ PDP EXEMPT ☑ NOT SUBJECT TO PERMANENT STORM WATER REQUIRMENTS EX WATER MAIN & VALVES EX WATER METER EX FIRE HYDRANT

------EX SEWER MAIN & MANHOLES EX SEWER FORCEMAIN 8 BRINE CENTRATE MAIN

EX SEWER VAULT EX SEWER VAULT WITH VENT EX DRAINS _____

EXISTING STRUCTURES LEGEND EX RIGHT OF WAY

EX STREET CENTERLINE EX PAVEMENT (PROFILE) EX GROUND LINE (PROFILE) EX TRAFFIC SIGNAL EX STREET LIGHT GAS MAIN

ELEC. COND., TEL. COND., CATV RAILROAD. TROLLEY TRACKS

OX€ TS → SL

_ . _ . _ . _ . _ . _ . _

_ . . _ . . _ . . _ . . _ . . _ ---E----T----C---

EX CONCRETE ENCASEMENT OF UTILITY

CONSTRUCTION CHANGE / ADDENDUM WARNING CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO. 40380-II-D, 40380-52-D, 40380-7I-D THRU 40380-80-D IF THIS BAR DOE NOT MEASURE THEN DRAWING IS NOT TO SCALE.

The City of SAN DIEGO Public Utilities

MORENA PIPELINE PACKAGE C

WORK TO BE DONE

THE PROJECT CONSISTS OF THE CONSTRUCTION FOR APPROX 18,200 LF OF NEW 36-INCH TRANSMISSION WATER BEGINNING FROM THE CONNECTION TO THE ALVARADO LINE AT FRIARS AND NAPA ST TO BALBOA AVE AND APPROX 16,640 LF OF REPLACEMENT OF 16-INCH DISTRIBUTION WATER PIPELINE FROM MORENA BLVD AT SOUTH OF LINDA VISTA RD TO BALBOA AVE.

LEGAL DESCRIPTION

N/A

ASSESSOR'S NUMBER

MONUMENTATION/SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

OWNER

SAN DIEGO PUBLIC UTILITIES DEPARTMENT 9192 TOPAZ WAY SAN DIEGO CA. 92123 PHONE NUMBER (858)-292-6300

ZONING

CONSTRUCTION TYPE: N/A BUILDING TYPE: N/A DISCRETION APPROVALS: N/A BUILDING CODE YEAR: N/A EXISTING USE OF BUILDING: N/A PROPOSED USE OF BUILDING: N/A

PROJECT TEAM

AECOM ENGINEERING - (619) 610.7700 AIR-X UTILITY SURVEYORS - (760) 480.2347 KEH & ASSOCIATES - (858) 413.5430 MICHAEL BAKER INTERNATIONAL - (858) 614.5000 RFYEAGER ENGINEERING - (619) 647.6265

FIELD DATA

BENCHMARK: NBP GAINES STREET AND NAPA STREET

ELEV = 21.742THE BASIS OF ELEVATIONS FOR THIS SURVEY IS THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 PER CITY OF SAN DIEGO VERTICAL CONTROL

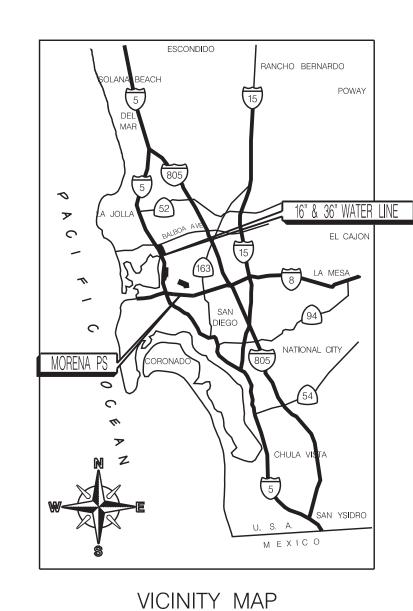
BASIS OF BEARINGS / COORDINATES: THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983

CCS 83 ZONE 6 (EPOCH 1991.35) BASED LOCALLY UPON FIELD OBSERVED TIES TO THE FOLLOWING CONTROL POINTS:

NORTHING (GRID) POINT# EASTING (GRID) 1899568.65 62700II**.**50 1855580.54 6271247.23 1037 1854289.08 6276169.63 REFERENCES: ROS 14492

TOPOGRAPHY SOURCE: MBI DATE OF SURVEY: JANUARY 25, 2017 - FEBRUARY 10, 2017 SURVEY NOTE: THIS SURVEY TIES IN HORIZONTALLY AND VERTICALLY TO CAD AERIAL MAPPING PROJECT "LAKE MIRAMAR ALIGNMENT". SAID MAPPING DATA WAS PROVIDED TO MBIFOR INTERNAL USE. AERIAL MAPPING WAS PERFORMED BY GPSI ON OCTOBER 24, 2015 (GPSi PROJECT NO. 15-843)

STREETS REQUIRING 12" TRENCH CAP: FRIARS RD, NAPA ST, MORENA BLVD. W MORENA BLVD



L E G E N D

STANDARD DRAWINGS

SDM-105. SDW-104. SDW-109.

SDW-152, SDW-153

WATER MAIN & APPURTENANCES SDW-105. SDW-110. SDW-151 VALVES WITH CAPS AND WELLS SDW-109, SDW-152, SDW-153, WV-05

FIRE SERVICE CONNECTION SDM-105, SDW-109, SDW-118, ASSEMBLY& BACKFLOW SDW-152, SDW-153 PREVENTER (WHERE APPLICABLE)

6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS

IMPROVEMENTS

SPECIFIED AS 3-PORT SDM-105. SDW-107. SDW-134. I" WATER SERVICE SDW-135, SDW-136, SDW-137, SDW-138, UNLESS OTHERWISE SPECIFIED SDW-149, SDW-150, WS-03

SDM-I05, SDW-I06, SDW-I43, SDW-I44, BLOW-OFF ASSEMBLY SDW-145, SDW-146, WB-05,

SDM-105, SDW-117, SDW-158, AIR & VACUUM VALVE SDW-159, SDW-160

CATHODIC TEST STATION

CUTTING AND PLUGGING

ABANDONED WATER MAIN

TRANSITION / REPAIR COUPLING SEE APPROVED MATERIALS LIST

WP-03

ABANDON OR REMOVE INTERFERING MAIN



SURVEY MONUMENT M-IOA, M-IOB, M-IOC

TRENCH RESURFACING SDG-105, SDG-107, SDG-108, SDG-113

HIGHLINING BY CONTRACTOR SDW-170, SDW-171, SDW-172, SDW-173, SDW-174

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, AND TRAFFIC CONTROL SHEETS.

DECLARATION OF RESPONSIBLE CHARGE

*IHEREBY DECLARE THAT IAM THE ENGINEER OF WORK FOR THIS PROJECT THAT IHAVE 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.

ALAN SHAPIRO

06/12/2024 DATE

 $G-01|\sum$

SYMBOL

P.L. | IF NEEDED

RP

- PROPOSED WATER

- PROPOSED WATER

- PROPOSED WATER

- PROPOSED WATER

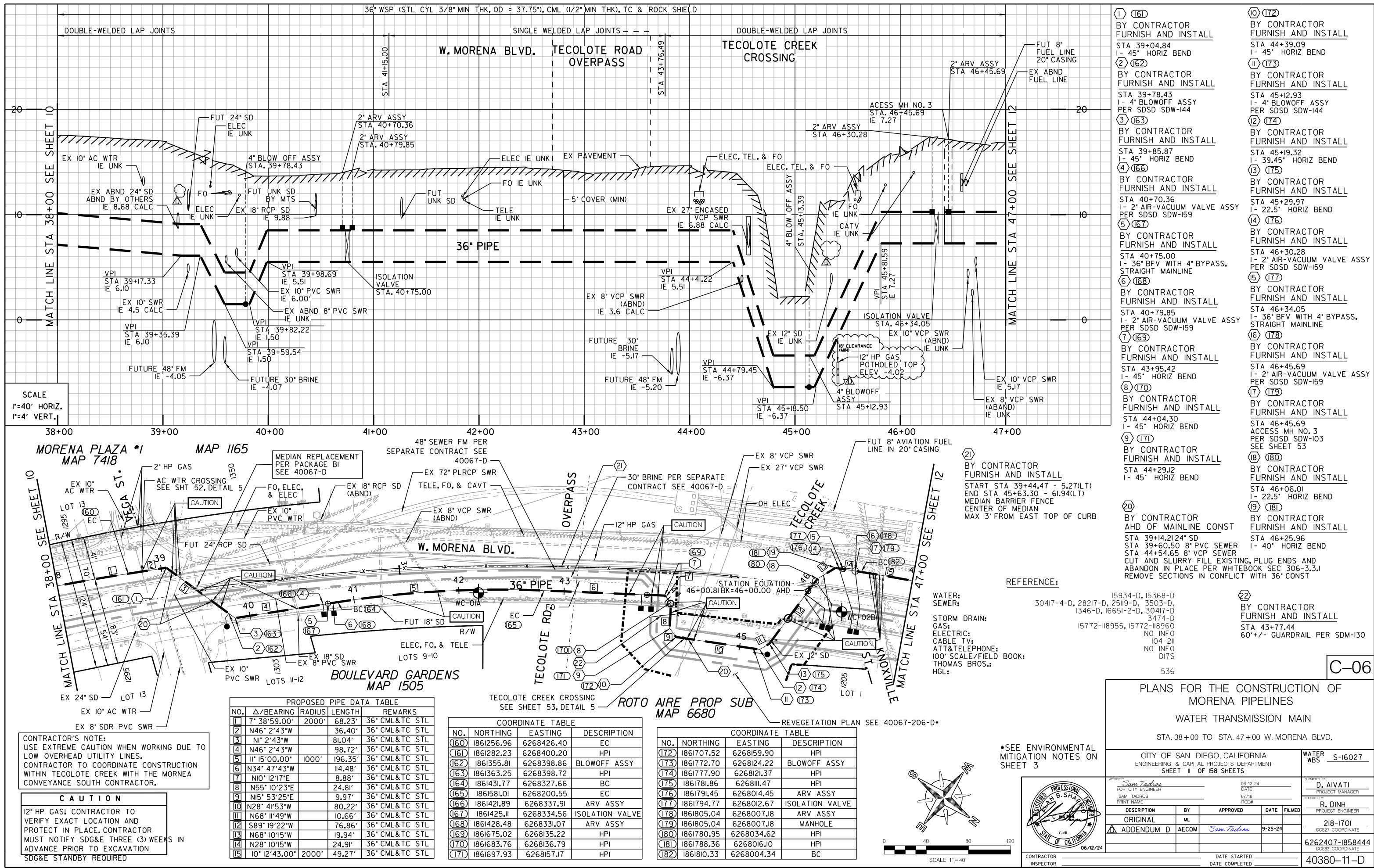
-/*+/-/+/-/+/-/+/-/+/-/-/-*/-

A.V.

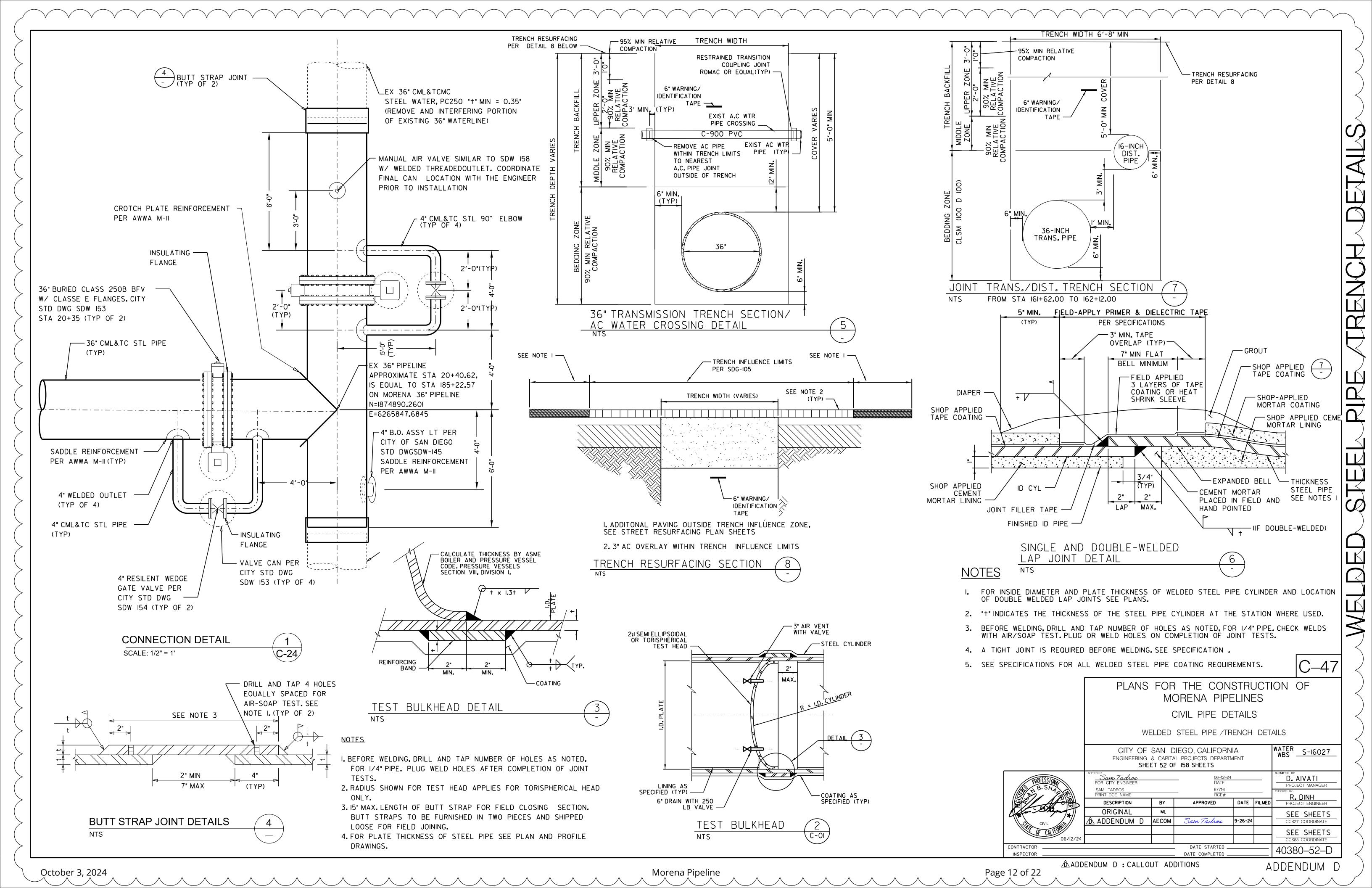
PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

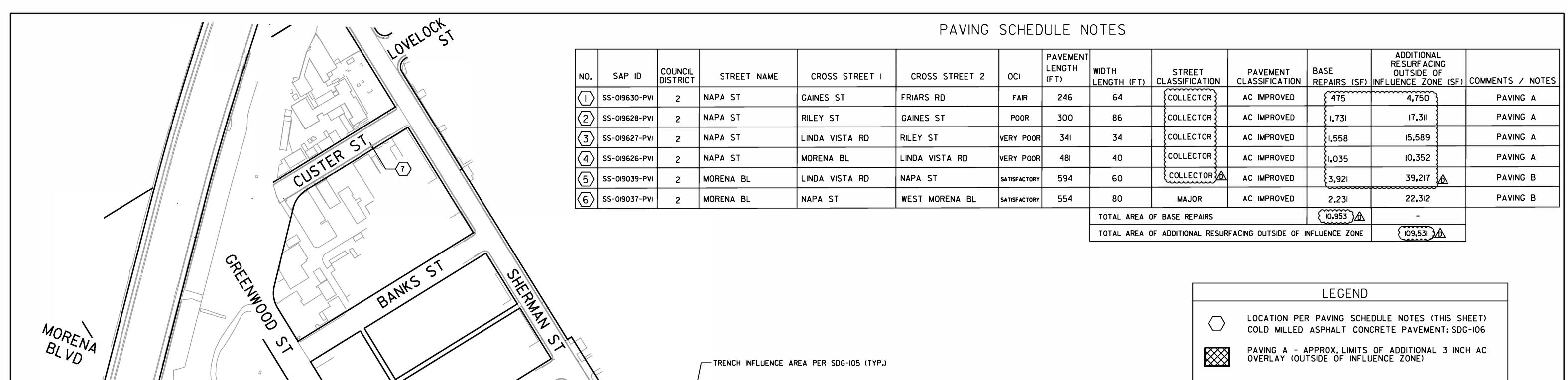
COVER SHEET

		SPEC. NO. 2169	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT				WATER S-16027	
AS-BUILT INFORMAT		SHE		F 158 SHEETS	SEWER B-15141			
MATERIALS	MANUFACTURER	PROFESSIONAL B. SHA	FOR CITY ENGINEER					D. AIVATI PROJECT MANAGER
PIPE CL 235 (WATER)	-		FOR CITY ENGINEER SAM TADROS PRINT DCE NAME DESCRIPTION BY			67716 RCE#		
PIPE SDR 35 (SEWER)	-	In Shippe	DESCRIPTION BY		APPROVED	DATE	FILMED	R. DINH PROJECT ENGINEER
GATE VALVES	-	*	ORIGINAL	JL/RR				SEE SHEETS
FIRE HYDRANTS	-	OF CALLERY	⚠ ADDENDUM D	AECOM	Sam Tadros	9/30/24		CCS27 COORDINATE
SEWER MANHOLES	-							SEE SHEETS
REHABILITATE SEWER MANHOLES	-	06/12/24			0.15 67.0750			CCS83 COORDINATE
REHABILITATE SEWER MAIN	-	CONTRACTOR			_ DATE STARTED _ DATE COMPLETED			40380–01–D



October 3, 2024





AREA OUTSIDE INFLUENCE ZONE PER ALT. ADD

- 36" PIPE

LINE STA TA 12+18 TA 19+30 HEET 72

 \overline{S}

MEDIAN SCHEDIILE NOTES

	WILDIAN SCHEDULL NOTES							
MEDIAN	CURB LENGTH (FT)	AREA (SFT)	REMOVE AND REPLACE	ASPHALT OR STAMPED CONCRETE	PACKAGE	CONVEYANCE PLAN SHEET NO.	MEDIAN REPLACEMENT DETAIL SHEET NO.	
LINDA VISTA RD- NAPA ST (SEGMENT I)	97		YES	N/A	С	30	145	
RILEY ST- LINDA VISTA RD (SEGMENT 2)	29		YES	N/A	С	30	145	

PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES STREET RESURFACING PLAN CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 71 OF 158 SHEETS WATER S-16027 D. AIVATI PROJECT MANAGER R. DINH
PROJECT ENGINEER DESCRIPTION APPROVED DATE FILMED ORIGINAL SEE SHEETS ADDENDUM D Sam Tadros CCS27 COORDINATE SEE SHEETS CCS83 COORDINATE SCALE 1"=100' DATE STARTED .

DATE COMPLETED . CONTRACTOR 40380-71-D

EXCAVATION INFLUENCE AREA WIDTH WET UTILITIES STREET CLASSIFICATION DRY UTILITIES ARTERIAL STREETS 62 INCHES 51 INCHES MAJOR STREETS 71 INCHES 55 INCHES 43 INCHES COLLECTOR STREETS 82 INCHES RESIDENTIAL STREETS 74 INCHES 46 INCHES

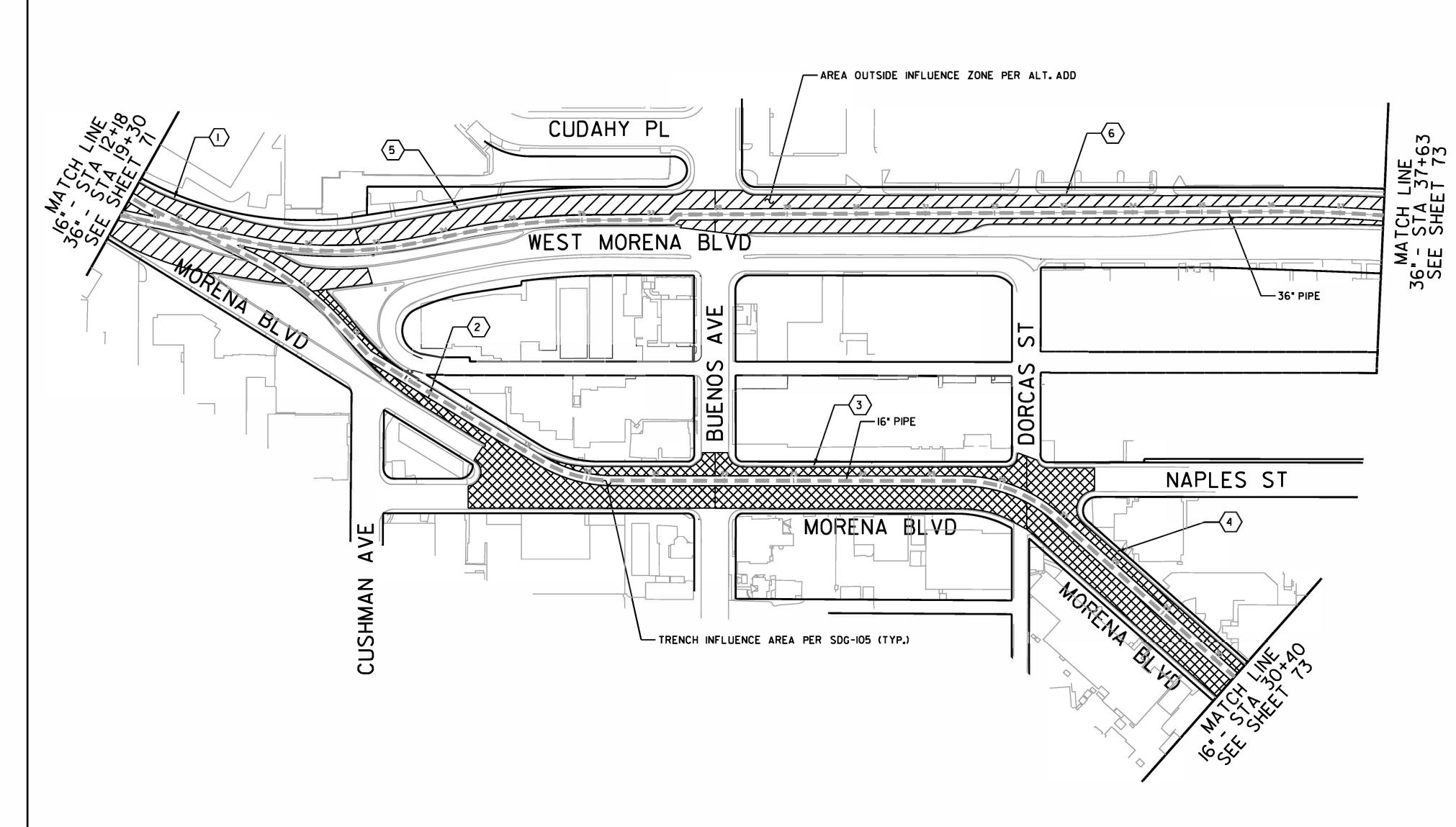
October 3, 2024

RD

FRIAR

PAVING B - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.



PAVING SCHEDULE NOTES

NO.	SAP ID	COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	OCI	PAVEMENT LENGTH (FT)	WIDTH LENGTH (FT)	STREET CLASSIFICATION	PAVEMENT CLASSIFICATION	BASE REPAIRS (SF)	ADDITIONAL RESURFACING OUTSIDE OF INFLUENCE ZONE (SF)	COMMENTS / NOTES
	SS-019037-PVI	2	MORENA BLVD	NAPA ST	WEST MORENA BLVD	FAIR	554	80	MAJOR	AC IMPROVED	I , 838	18,377	PAVING B
2	SS-019034-PVI	2	MORENA BLVD	MORENA BLVD	BUENOS AVE	POOR	203	64	MAJOR	AC IMPROVED	2,424	24,235	PAVING A
3	SS-019053-PVI	2	MORENA BLVD	BUENOS AVE	DORCAS ST	SERIOUS	455	64	MAJOR	AC IMPROVED	2,225	22,247	PAVING A
4	SS-019033-PVI	2	MORENA BLVD	DORCAS ST	SAVANNAH ST	SERIOUS	400	64	MAJOR	AC IMPROVED	2,214	22,143	PAVING A
(5)	SS-02849I-PVI	2	WEST MORENA BLVD	MORENA BLVD	BUENOS AVE	SATISFACTOR1	727	40	{COLLECTOR}	AC IMPROVED	{ i,40i	14,012	PAVING B
6	SS-028489-PVI	2	WEST MORENA BLVD	BUENOS AVE	VEGA ST	FAIR	1097	100	COLLECTOR A	AC IMPROVED	2,840	28,402	PAVING B
							TOTAL AREA	OF BASE REPA	IRS		(12,941)	-	
	TOTAL AREA						OF ADDITIONAL	RESURFACING OUTS	SIDE OF INFLUENCE		(129,416) 1		

EXCAVATION INFLUENCE AREA WIDTH						
STREET CLASSIFICATION WET UTILITIES DRY UTILITIES						
ARTERIAL STREETS	62 INCHES	51 INCHES				
MAJOR STREETS	71 INCHES	55 INCHES				
COLLECTOR STREETS	82 INCHES	43 INCHES				
RESIDENTIAL STREETS	74 INCHES	46 INCHES				



LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

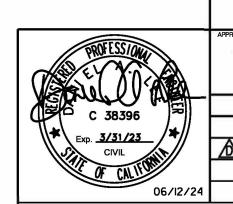
PAVING A - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

PAVING B - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN



SCALE 1"=100'

	3
PROFESSIONAL	Sam Tada FOR CITY ENGINE SAM TADROS PRINT DCE NAME
C 38396	DESCRIPTION
Exp. 3/31/23	ORIGINAL
CIVIL SIN	⚠ ADDENDU
OF CALIFORNIA	
06/12/24	
ONTRACTOR	

	CITY OF ENGINEERING & SHEET	WATER S-16027				
	APPROVED: Sam Tadros FOR CITY ENGINEER	D. AIVATI PROJECT MANAGER				
	SAM TADROS 67716 PRINT DCE NAME RCE#					CHECKED BY: R. DINH
-[DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
	ORIGINAL					SEE SHEETS
	⚠ ADDENDUM D		Sam Tadros	09-27-24		CCS27 COORDINATE
		0				SEE SHEETS
4		44				CCS83 COORDINATE
		40380-72-D				

October 3, 2024

PAVEMENT LENGTH

1,097

FAIR

FAIR

SATISFACTORY

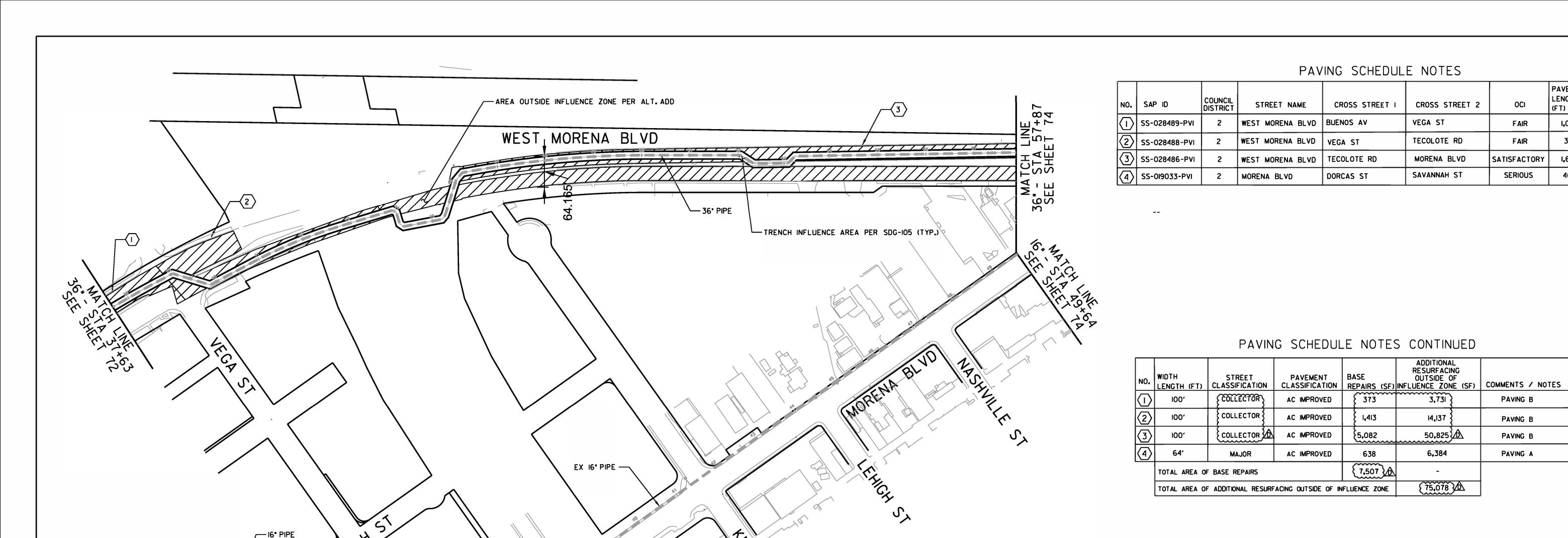
SERIOUS

PAVING B

PAVING B

PAVING B

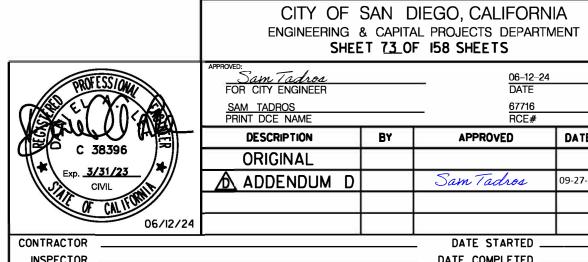
PAVING A



EXCAVATION INFLUENCE AREA WIDTH						
STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES				
ARTERIAL STREETS	62 INCHES	51 INCHES				
MAJOR STREETS	71 INCHES	55 INCHES				
COLLECTOR STREETS	82 INCHES	43 INCHES				
RESIDENTIAL STREETS	74 INCHES	46 INCHES				

PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN



PROFESSIONAL	APF
ASSOCIATION OF THE PROPERTY OF	
C 38396	
Exp. <u>3/31/23</u> CIVIL	
OF CALIFORNIA	
06/12/24	
CONTRACTOR	
l	

PROFESSIONAL SERVICE S	APPR
C 38396 Exp. 3/31/23 CIVIL	<u></u>
06/12/24	
CONTRACTOR	
INSPECTOD	

PROFESSIONAL STATE OF THE PROPERTY OF THE PROP	API
A TOTAL OF THE PARTY OF THE PAR	
C 38396	
Exp. 3/31/23 CIVIL	
OF CALIFORNIA	
06/12/24	
CONTRACTOR	
INSPECTOR	

PROFESSION
C 38396
O6/12/24

SCALE 1"=100'

	SHE	ET 73_0	
	Sam Tadros FOR CITY ENGINEER SAM TADROS PRINT DCE NAME		_
	DESCRIPTION	BY	
	ORIGINAL		
	⚠ ADDENDUM D		Sa
06/12/24			

D. AIVATI PROJECT MANAGER R. DINH
PROJECT ENGINEER APPROVED DATE FILMED SEE SHEETS am Tadros CCS27 COORDINATE SEE SHEETS
CCS83 COORDINATE DATE STARTED 40380-73-D DATE COMPLETED

October 3, 2024

MEDIAN

KNOXVILLE ST-

MORENA BLVD

(SEGMENT I)

MATCH 16" - STA SEE SHE

MORENA BLVD

GERTRUDE ST

AREA (SFT)

591

172

MEDIAN SCHEDULE NOTES

REMOVE AND REPLACE

YES

ASPHALT OR STAMPED CONCRETE PACKAGE

STAMPED CONCRETE

GERTRUDE ST

CONVEYANCE PLAN MEDIAN REPLACEMENT DETAIL SHEET NO.

Morena Pipeline

LEGEND

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

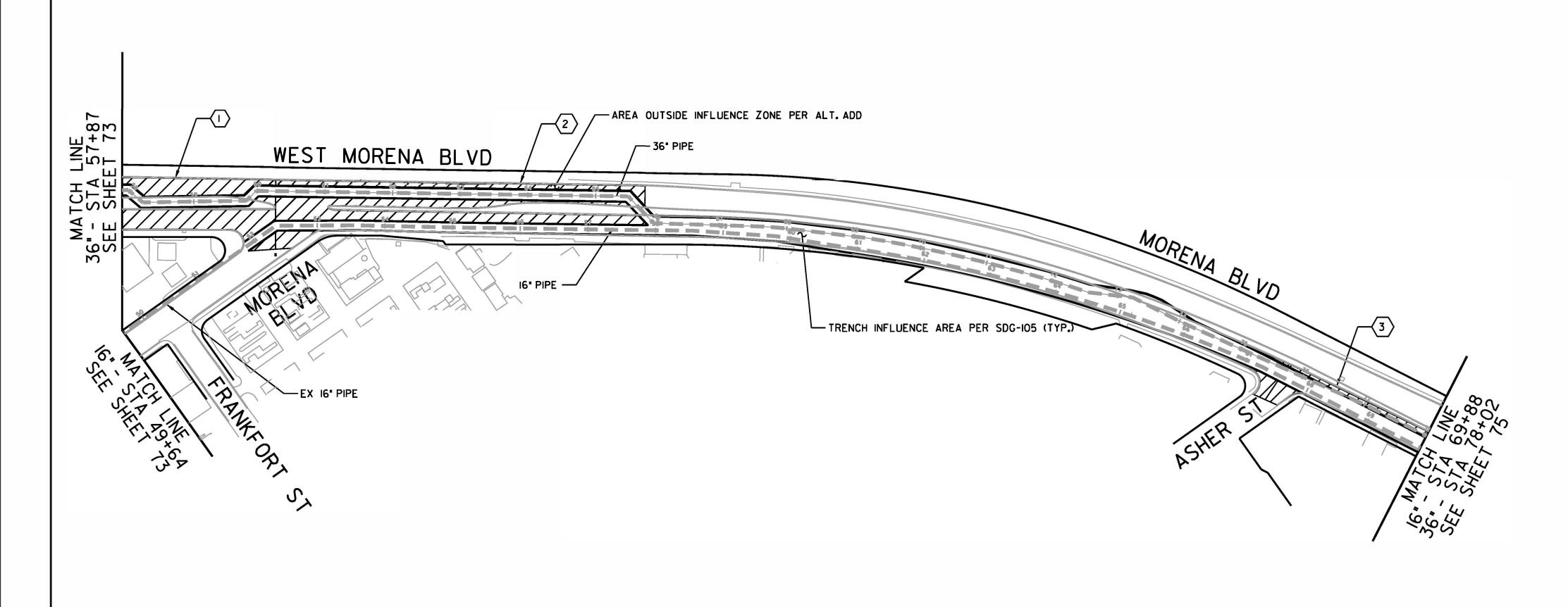
LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

PAVING A - APPROX. LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

PAVING B - APPROX LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

Page 15 of 22 A STREET CLASSIFICATION AND PAVING TRENCH LIMIT CHANGES ADDENDUM D

WATER S-16027



LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

PAVING B - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

NOTE:
THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PAVING SCHEDULE NOTES

NO.	SAP ID	COUNCIL	STREET NAME	CROSS STREET I	CROSS STREET 2	OCI		WIDTH	STREET	PAVEMENT	BASE	ADDITIONAL RESURFACING OUTSIDE OF	COMMENTS (NOTES
1102	JAI ID	DISTRICT	STREET WANTE	CROSS STREET	CRUSS STREET 2	UCI	LENGTH (FT)	LENGTH (FT)	CLASSIFICATION	CLASSIFICATION	REPAIRS (SF)	INFLUENCE ZONE (SF)	COMMENTS / NOTES
	SS-028486-PVI	2	WEST MORENA BLVD	TECOLOTE RD	MORENA BLVD	SATISFACTORY	I , 689	100′	(COLLECTOR)	AC IMPROVED	 	11,811	PAVING B
2	SS-019051-PVI	2	MORENA BLVD	WEST MORENA BL	ASHER ST	FAIR	I , 486	64′	{COLLECTOR}	AC IMPROVED	{I , 929	19,299 }	PAVING B
(3)	SS-019026-PVI	2	MORENA BLVD	ASHER ST	LITTLEFIELD ST	FAIR	476	32′	COLLECTOR A	AC IMPROVED	229	2,297	PAVING B
							TOTAL AREA OF BASE REPAIRS -						
							TOTAL ARE	A OF ADDITION	AL RESURFACING (OUTSIDE OF INFLUE	V 11-11-2-01-22	(33,407)/6\	

MEDIAN SCHEDULE NOTES

			00				
MEDIAN	CURB LENGTH (FT)	AREA (SFT)	REMOVE AND REPLACE	ASPHALT OR STAMPED CONCRETE	PACKAGE	CONVEYANCE PLAN SHEET NO.	MEDIAN REPLACEMENT DETAIL SHEET NO.
KNOXVILLE ST- MORENA BLVD (SEGMENT 2)	173		YES	ASPHAL T	C	13	146

EXCAVATION INFLUENCE AREA WIDTH WET UTILITIES STREET CLASSIFICATION DRY UTILITIES ARTERIAL STREETS 51 INCHES 62 INCHES 55 INCHES MAJOR STREETS 71 INCHES 43 INCHES COLLECTOR STREETS 82 INCHES RESIDENTIAL STREETS 74 INCHES 46 INCHES

SCALE 1"=100'

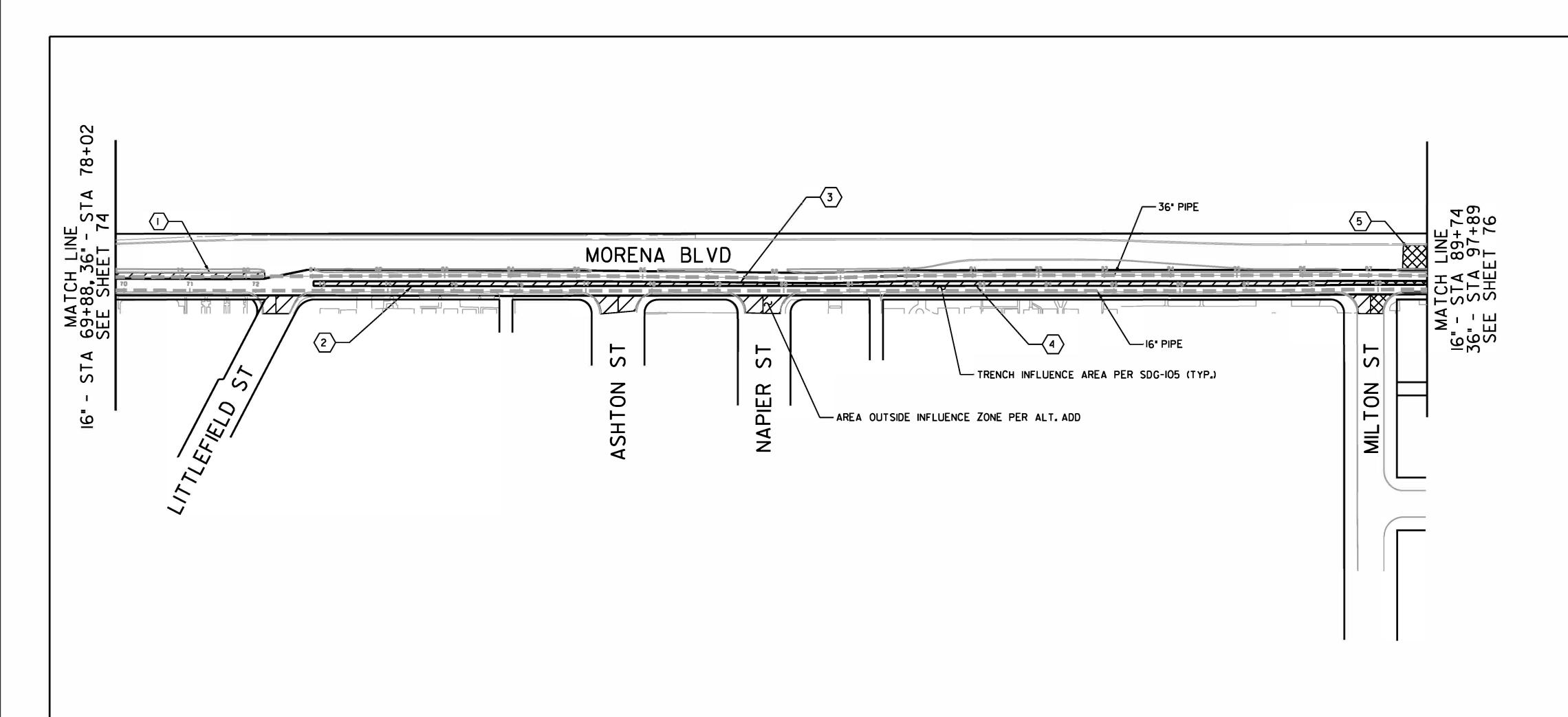
PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 74.0F 158 SHEETS WATER S-16027 D. AIVATI PROJECT MANAGER R. DINH
PROJECT ENGINEER

CONTRACTOR ___ INSPECTOR

	Sam Tadros FOR CITY ENGINEER			DATE				
	SAM TADROS PRINT DCE NAME					CHECKED BY: R. DINH		
_	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER		
	ORIGINAL					SEE SHEETS		
	<u></u> ADDENDUM D		Sam Tadros	09-27-24		CCS27 COORDINATE		
						SEE SHEETS		
24		1.61				CCS83 COORDINATE		
			_ DATE STARTED _ DATE COMPLETED	_		40380-74-D		



LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

PAVING A - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

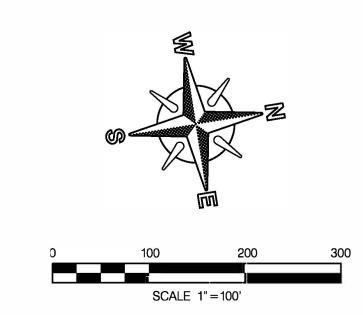
PAVING B - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PAVING SCHEDULE NOTES

		2011101					DANEAGNIT	wiD Til				D 4 6 5	ADDITIONAL RESURFACING	
NO.	SAP ID	COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	OCI	PAVEMENT LENGTH (FT)	WIDTH LENGTH (FT)	CL	STREET LASSIFICATION	PAVEMENT CLASSIFICATION	BASE REPAIRS (SF)	OUTSIDE OF INFLUENCE ZONE (SF)	COMMENTS / NOTES
	SS-019026-PVI	2	MORENA BLVD	ASHER ST	LITTLEFIELD ST	FAIR	476	32′		{COLLECTOR }	AC IMPROVED	{255	2,548	PAVING B
2	SS-019050-PVI	2	MORENA BLVD	LITTLEFIELD ST	ASHTON ST	FAIR	486	64'		{COLLECTOR }	AC IMPROVED	457	4,570	PAVING B
(3)	SS-019025-PVI	2	MORENA BLVD	ASHTON ST	NAPIER ST	FAIR	212	32'		COLLECTOR	AC IMPROVED	{ 25I	2,509	PAVING B
4	SS-019049-PVI	2	MORENA BLVD	NAPIER ST	MILTON ST	FAIR	929	60'		{COLLECTOR }	AC IMPROVED	{ 713	7,132	PAVING B
(5)	SS-019024-PVI	2	MORENA BLVD	MILTON ST	LISTER ST	FAIR	425	32'		COLLECTOR A	AC IMPROVED	232	2,321	PAVING A
								TOTAL AREA OF BASE REPAIRS					-	
							TOTAL ARE	A OF ADDITION	AL	RESURFACING (OUTSIDE OF INFLUE		£[9,080] <i>A</i>	

EXCAVATION INFLUENCE AREA WIDTH									
STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES							
ARTERIAL STREETS	62 INCHES	51 INCHES							
MAJOR STREETS	71 INCHES	55 INCHES							
COLLECTOR STREETS	82 INCHES	43 INCHES							
RESIDENTIAL STREETS	74 INCHES	46 INCHES							



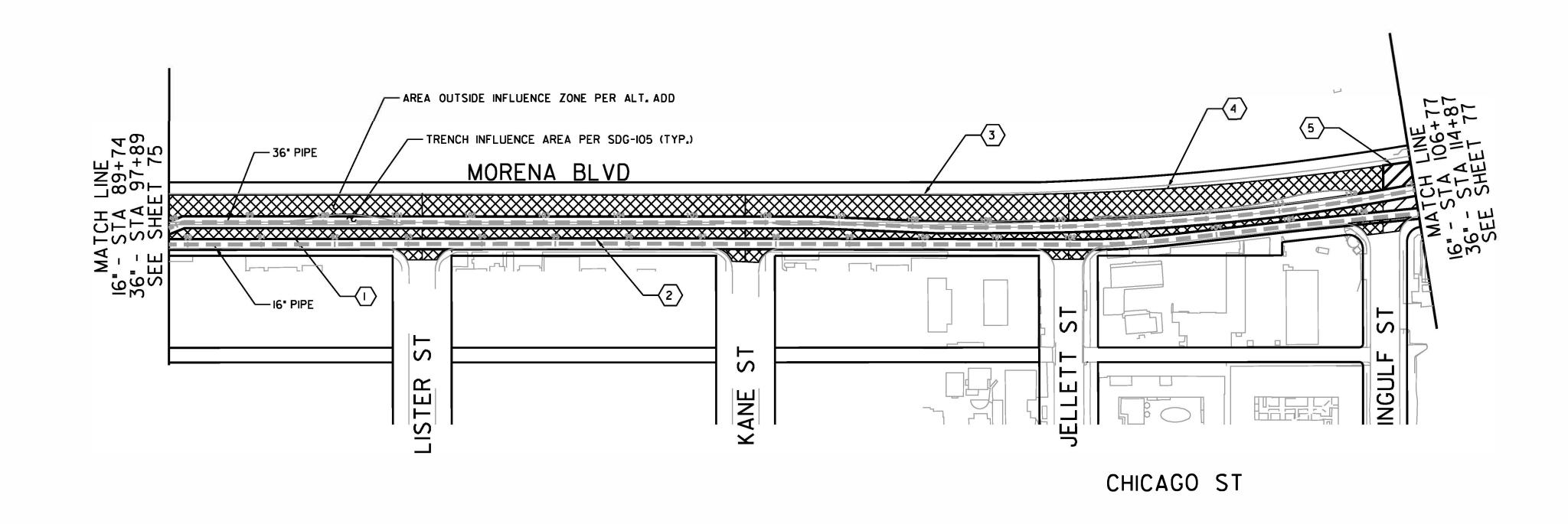
PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN

				DIEGO, CALIFORN			WBSS-16027_
				AL PROJECTS DEPARTM F 158 SHEETS	MENT	43	
ĺ	PROFESSIONA	Sam Tadros FOR CITY ENGINEER		06-12-24 DATE 67716			D. AIVATI PROJECT MANAGER
		SAM TADROS PRINT DCE NAME			_	CHECKED BY: R. DINH	
ı	20 C 70 70 F	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
	C 38396	ORIGINAL					222-1701
ı	CIVIL	⚠ ADDENDUM D		Sam Tadros	09-27-24		CCS27 COORDINATE
	OF CALIFORNIA						6262407-186244
ı	06/12/24	1	1	I			CCS83 COORDINATE

October 3, 2024

40380-75-D



MEDIAN SCHEDULE NOTES

MEDIAN	CURB LENGTH (FT)	AREA (SFT)	REMOVE AND REPLACE	ASPHALT OR STAMPED CONCRETE	PACKAGE	CONVEYANCE PLAN SHEET NO.	MEDIAN REPLACEMENT DETAIL SHEET NO.
MILTON ST- LISTER ST	551	1776	YES	STAMPED CONCRETE	С	18	146
LISTER ST- KANE ST	717	II35	YES	STAMPED CONCRETE	С	18-19	146
KANE ST- JELLETT ST	419	1009	YES	STAMPED CONCRETE	С	19	146

LEGEND

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)
COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-I06

PAVING A - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

PAVING B - APPROX. LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

PAVING SCHEDULE NOTES

NO.	SAP ID	COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	OCI	PAVEMENT	WIDTH	STREET CLASSIFICATION	PAVEMENT CLASSIFICATION	BASE	ADDITIONAL RESURFACING OUTSIDE OF	COMMENTS / NOTES
		DISTRICT					LENGIH (FI)	LENGTH (FT)		CLASSIFICATION		INFLUENCE ZONE (SF)	COMMENTS / NOTES
	SS-019024-PVI	2	MORENA BLVD	MILTON ST	LISTER ST	FAIR	425	32	{COLLECTOR}	AC IMPROVED	[1,439]	14,388	PAVING A
2	SS-019023-PVI	2	MORENA BLVD	LISTER ST	KANE ST	POOR	442	32	{COLLECTOR}	AC IMPROVED	{I , 856	18,561	PAVING A
3	SS-019022-PVI	2	MORENA BLVD	KANE ST	JELLETT ST	FAIR	443	32	{COLLECTOR	AC IMPROVED	}ı , 894	18,939	PAVING A
4	SS-019021-PVI	2	MORENA BLVD	JELLETT ST	INGULF ST	POOR	433	38	{COLLECTOR}	AC IMPROVED	{I , 740	17,402	PAVING A
5	SS-019020-PVI	2	MORENA BLVD	INGULF ST	CLAIREMONT DR	GOOD	410	38	COLLECTOR A	AC IMPROVED	233	2,332	PAVING B
	· · · · · · · · · · · · · · · · · · ·	,	-			en e	TOTAL ARE	A OF BASE RE			(7,162) <u>A</u>	-	

TOTAL AREA OF ADDITIONAL RESURFACING OUTSIDE OF INFLUENCE ZONE

EXCAVATION INFLUENCE AREA WIDTH										
STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES								
ARTERIAL STREETS	62 INCHES	51 INCHES								
MAJOR STREETS	71 INCHES	55 INCHES								
COLLECTOR STREETS	82 INCHES	43 INCHES								
RESIDENTIAL STREETS	74 INCHES	46 INCHES								

0 100 200 300

SCALE 1"=100'

CONTRACTOR

PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 76.0F I58 SHEETS

APPROVED:

Sam Tadros
FOR CITY ENGINEER
SAM TADROS
PRINT DCE NAME

DESCRIPTION
BY
APPROVED

ORIGINAL

ORIGINAL

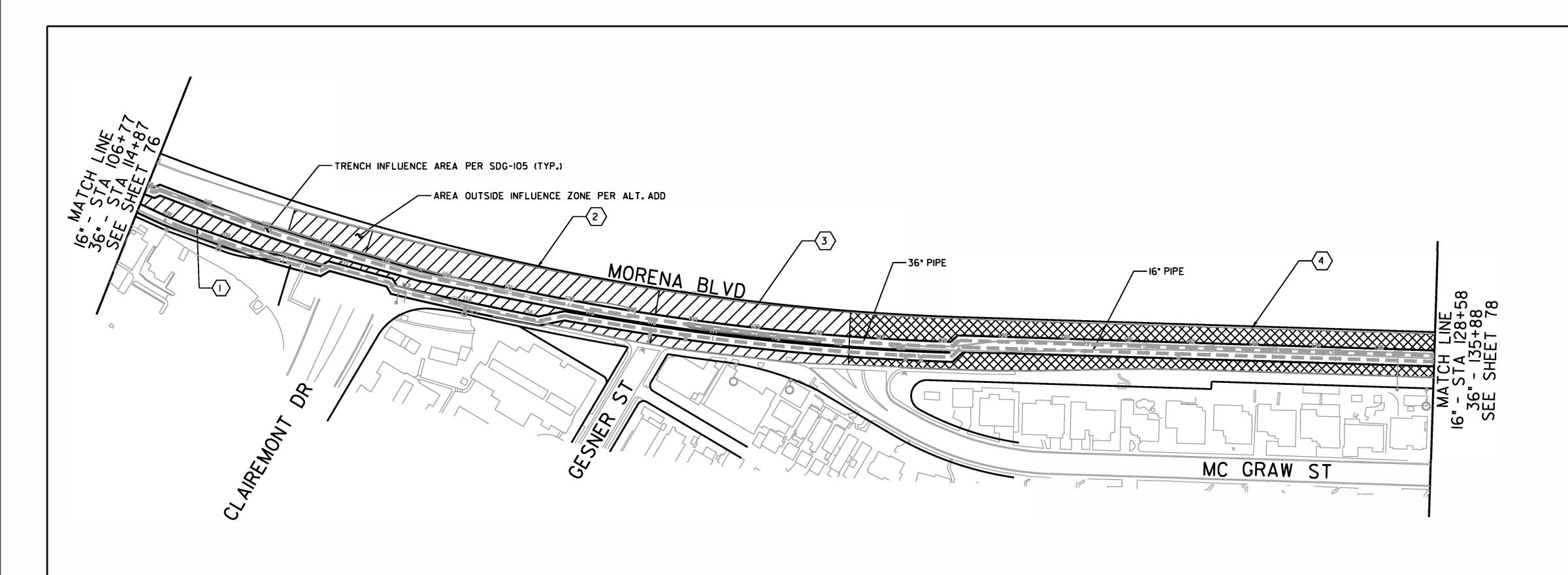
ADDENDUM D

Sam Tadros
O9-27-24

CCS27 COORDINATE

October 3, 2024

{71,621}<u>A</u>



LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

PAVING A - APPROX LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

PAVING B - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PAVING SCHEDULE NOTES

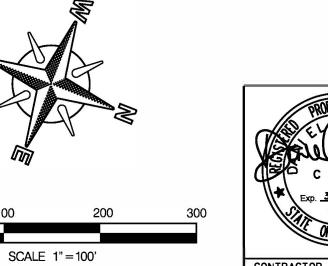
NO.		COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	I OCI	PAVEMENT	WIDTH LENGTH (FT)	CI	STREET ASSIFICATION	PAVEMENT CLASSIFICATION	BASE DEDAIDS (SE)	ADDITIONAL RESURFACING OUTSIDE OF		COMMENTS / NOTES
	SS-019020-PVI		MORENA BLVD	INGULF ST	CLAIREMONT DR	GOOD	410	38	_	COLLECTOR	AC IMPROVED	{I ₊ I36	11,364	(31 /	PAVING B
(2)	SS-019019-PVI	2	MORENA BLVD	CLAIREMONT DR	GESNER ST	SATISFACTORY	480	32		COLLECTOR	AC IMPROVED	2,458	24,582		PAVING B
3	SS-019018-PVI	2	MORENA BLVD	GESNER ST	MC GRAW ST	SATISFACTOR1	234	38		COLLECTOR	AC IMPROVED	{I , 659	16,588		PAVING B
4	5S-019048-PVI	2	MORENA BLVD	MC GRAW ST	BAKER ST	POOR	3,199	64		COLLECTOR	AC IMPROVED	{4,127	41,266	7	PAVING A
τα								TOTAL AREA OF BASE REPAIRS					-		
						TOTAL AREA OF ADDITIONAL RESURFACING OUTSIDE OF INFLUENCE ZONE 93,801									

MEDIAN SCHEDULE NOTES

MEDIAN	CURB LENGTH (FT)	AREA (SFT)	REMOVE AND REPLACE	ASPHALT OR STAMPED CONCRETE	PACKAGE	CONVEYANCE PLAN SHEET NO.	MEDIAN REPLACEMENT DETAIL SHEET NO.
INGULF ST- CLAIRMONT DR	238	466	YES	STAMPED CONCRETE	С	21	142
CLAIRMONT DR- GESNER ST	629	3499	YES	STAMPED CONCRETE	С	21	142
GESNER ST- MCGRAW ST	426	465	YES	STAMPED CONCRETE	С	21	142
MCGRAW ST- BAKER ST	6028	13978	YES	STAMPED CONCRETE	С	22-26	142 TO 143

PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN



OFF CO.	APPROVE
PROFESSION	FC
	<u>S</u> PF
ASSOCIATION OF THE PARTY OF THE	
C 38396	
Exp. <u>3/31/25</u> CIVIL	Δ
OF CALIFORNIA	8
06/12/24	
CONTRACTOR	
INSPECTOR	

	CITY OF ENGINEERING SHEE	WATER S-I				
	Sam Tadros FOR CITY ENGINEER SAM TADROS PRINT DCE NAME		06-12-24 DATE 67716 RCE#			D. AIVA PROJECT MA CHECKED BY: R. DINH
	DESCRIPTION	ВҮ	APPROVED	DATE	FILMED	PROJECT EN
. //	ORIGINAL					226-1
	<u></u> ADDENDUM D		Sam Tadros	09-27-24		CCS27 COOF
′				e g		6262407-1
/12/24						CCS83 COOF
	40380-					

STREET CLASSIFICATION

ARTERIAL STREETS

MAJOR STREETS

October 3, 2024

COLLECTOR STREETS

RESIDENTIAL STREETS

EXCAVATION INFLUENCE AREA WIDTH

DRY UTILITIES

51 INCHES

55 INCHES

43 INCHES

46 INCHES

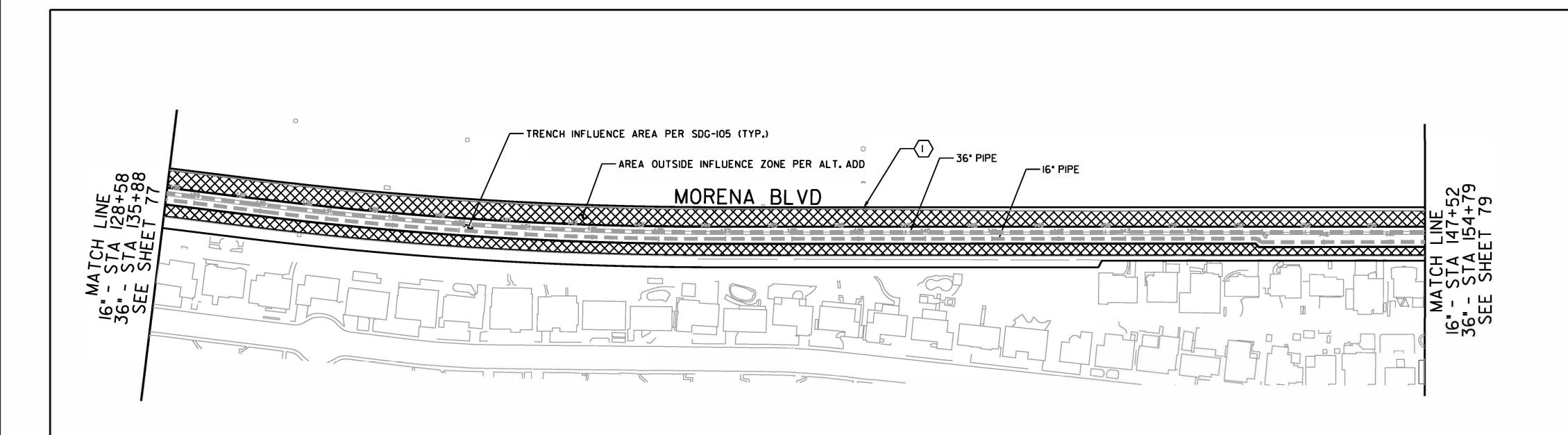
WET UTILITIES

62 INCHES

71 INCHES

82 INCHES

74 INCHES



LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6



PAVING A - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

NOTE:
THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PAVING SCHEDULE NOTES

NO.	SAP ID	COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	ОСІ	PAVEMENT LENGTH (FT)	WIDTH LENGTH (FT)	STREET CLASSIFICATION	PAVEMENT CLASSIFICATION	BASE REPAIRS (SF)		COMMENTS / NOTES
	SS-019048-PVI	2	MORENA BLVD	MC GRAW ST	BAKER ST	POOR	3,199	64	(COLLECTOR	AC IMPROVED	7,465	{74,655}∕ ∆	PAVING A
								TOTAL AREA OF BASE REPAIRS 7,465					*
TOTAL AREA RESURFACING OUTSIDE OF INFLUENCE ZONE											74,655		

EXCAVATION INFLUENCE AREA WIDTH STREET CLASSIFICATION WET UTILITIES DRY UTILITIES ARTERIAL STREETS 62 INCHES 51 INCHES MAJOR STREETS 71 INCHES 55 INCHES COLLECTOR STREETS 82 INCHES 43 INCHES RESIDENTIAL STREETS 74 INCHES 46 INCHES

SCALE 1"=100'

Morena Pipeline

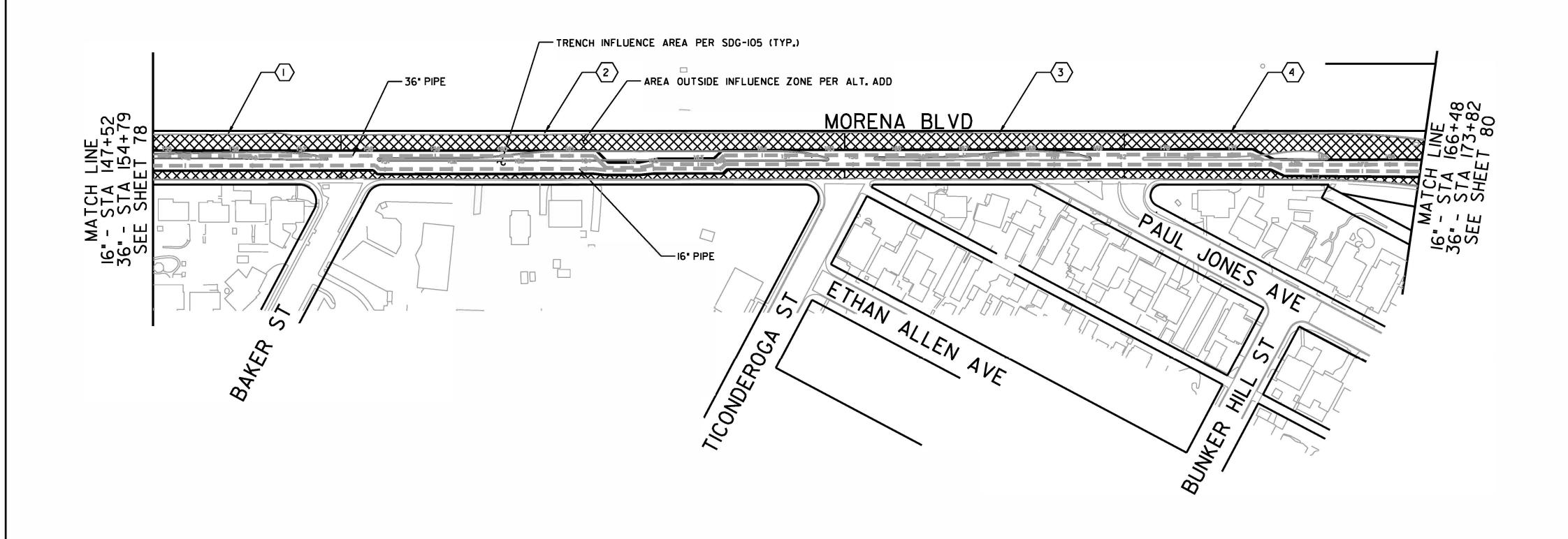
PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 78.0F 158 SHEETS WATER S-16027

D. AIVATI
PROJECT MANAGER R. DINH
PROJECT ENGINEER DESCRIPTION APPROVED BY ORIGINAL 230-1701 CCS27 COORDINATE ADDENDUM D Sam Tadros 6262407-1870444 CCS83 COORDINATE DATE STARTED _ DATE COMPLETED _ 40380-78-D

October 3, 2024



LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

PAVING A - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PAVING SCHEDULE NOTES

NO.	SAP ID	COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	I OCI I	PAVEMENT LENGTH (FT)	WIDTH LENGTH (FT)	STREET CLASSIFICATION	PAVEMENT CLASSIFICATION	BA RE		(SF)	ADDITIONAL RESURFACING OUTSIDE OF NFLUENCE ZONE (SF)	COMMENTS / NOTES
	SS-019048-PV	2	MORENA BLVD	MC GRAW ST	BAKER ST	POOR	3,199	64	COLLECTOR	AC IMPROVED		967	A	9,667	PAVING A
2	SS-019017-PVI	2	MORENA BLVD	BAKER ST	TICONDEROGA ST	VERY POOR	753	32	COLLECTOR	AC IMPROVED		2,432		24,317	PAVING A
3	SS-019016-PVI	2	MORENA BLVD	TICONDEROGA ST	PAUL JONES AVE	SERIOUS	233	32	COLLECTOR	AC IMPROVED		I , 55I		15,507	PAVING A
4	SS-019015-PVI	2	MORENA BLVD	PAUL JONES AVE	MORENA BL RA	SERIOUS	947	32	COLLECTOR	AC IMPROVED		I , 648	*	16,480	PAVING A
TOTAL AREA OF BASE REPAIRS									1	6-598	3	_	· · · · · · · · · · · · · · · · · · ·		

{6,598} тот

OTAL A	AREA	OF	ADDITIONAL	RESURFACIN	NG OUTSIDE	OF	INFLUENCE	ZONE	65,970

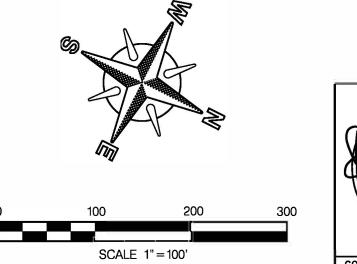
EXCAVATION INFLUENCE AREA WIDTH										
STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES								
ARTERIAL STREETS	62 INCHES	51 INCHES								
MAJOR STREETS	71 INCHES	55 INCHES								
COLLECTOR STREETS	82 INCHES	43 INCHES								
RESIDENTIAL STREETS	74 INCHES	46 INCHES								

MEDIAN SCHEDULE NOTES

MEDIAN	CURB LENGTH (FT)	AREA (SFT)	REMOVE AND REPLACE	ASPHALT OR STAMPED CONCRETE	PACKAGE	CONVEYANCE PLAN SHEET NO.	MEDIAN REPLACEMENT DETAIL SHEET NO.
BAKER ST- TICONDEROCA ST (SEGMENT I)	382	3202	YES	STAMPED CONCRETE	С	26	144
BAKER ST- TICONDEROCA ST (SEGMENT 2)	377		YES	STAMPED CONCRETE	С	26	144
TICONDEROGA ST- PAUL JONES AVE	432	1729	YES	STAMPED CONCRETE	С	27	144
N PAUL JONES AVE & MORENA BLVD	251	909	YES	UKNOWN	С	28	144

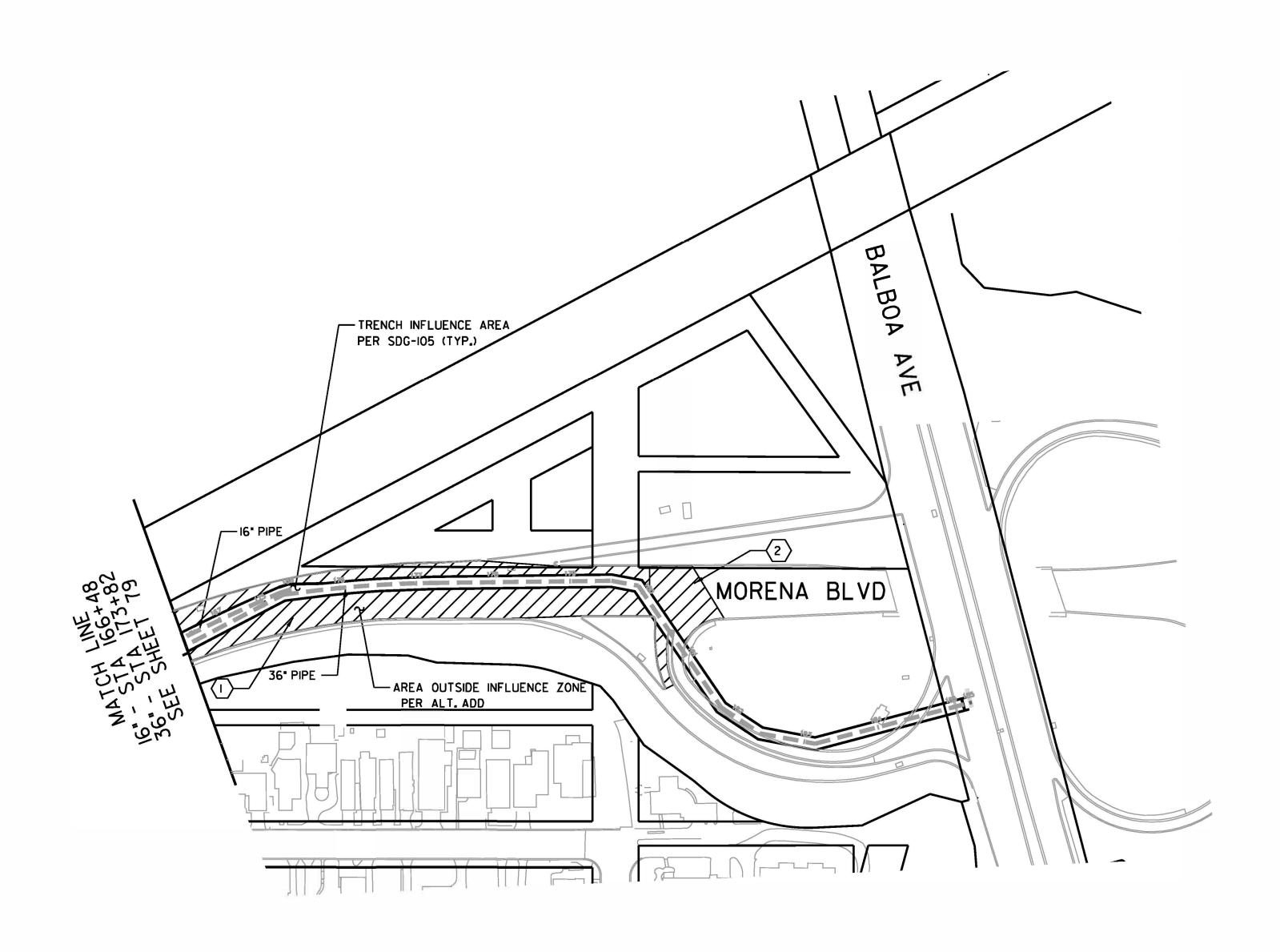
PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN



	4					
	CITY OF ENGINEERING SHEE		WATER S-16027			
PROFESSIONAL PROFE	APPROVED: Sam Tadros FOR CITY ENGINEER SAM TADROS	D. AIVATI PROJECT MANAGER CHECKED BY:				
	PRINT DCE NAME	RCE#	RCE#			
ASSOCIATION OF THE PARTY OF THE	DESCRIPTION	BY	APPROVED	DATE	FILMED	R. DINH PROJECT ENGINEER
C 38396	ORIGINAL					230-1705
Exp. <u>3/31/23</u> CIVIL	<u></u> ADDENDUM D		Sam Tadros	09-27-24		CCS27 COORDINATE
OF CALIFORNIA						6262407-1870448
06/12/24		P-r				CCS83 COORDINATE
CONTRACTOR			DATE STARTED			40380-79-D
INSPECTOR			. DATE COMPLETED			10000 70 В

October 3, 2024 Morena Pipeline Page 21 of 22



PAVING SCHEDULE NOTES

NO.	SAP ID	COUNCIL DISTRICT	STREET NAME	CROSS STREET I	CROSS STREET 2	1 (1(1)	PAVEMENT LENGTH (FT)	WIDTH LENGTH (FT)	STREET CLASSIFICATION	PAVEMENT CLASSIFICATION	BASE REPAIRS (S	F) INF	ADDITIONAL RESURFACIN OUTSIDE OF LUENCE ZONE	G	COMMENTS / NOTES
	SS-019015-PVI	2	MORENA BLVD	PAUL JONES AVE	MORENA BL RA	SERIOUS	947	32′ <u>⁄</u> 6	COLLECTOR	AC IMPROVED	2,936		29,364		PAVING B
2	SS-019014-PVI	2	MORENA BLVD	MORENA BL RA	MORENA BL RA	GOOD	292	56′	COLLECTOR	AC IMPROVED	618		استقلعا	҈Ѧ	PAVING B
17	TOTAL AREA OF BASE REPAIRS -														
TOTAL AREA OF ADDITIONAL RESURFACING OUTSIDE OF INFLUENCE ZONE 35.547															

EXCAV	ATION INFLUENCE ARI	EA WIDTH			
STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES			
ARTERIAL STREETS	62 INCHES	51 INCHES 55 INCHES 43 INCHES			
MAJOR STREETS	71 INCHES				
COLLECTOR STREETS	82 INCHES				
RESIDENTIAL STREETS	74 INCHES	46 INCHES			

LEGEND

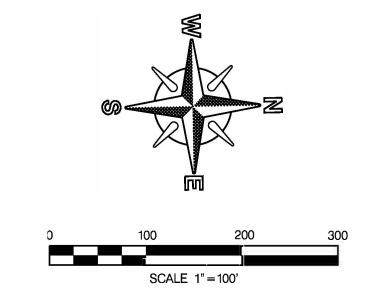
LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLED ASPHALT CONCRETE PAVEMENT: SDG-IO6

PAVING B - APPROX.LIMITS OF ADDITIONAL 3 INCH AC OVERLAY (OUTSIDE OF INFLUENCE ZONE)

THE ACTUAL AREA WILL BE DETERMINED IN THE FIELD BY THE RESIDENT ENGINEER.

PLANS FOR THE CONSTRUCTION OF MORENA PIPELINES

STREET RESURFACING PLAN



	<u>-</u>
C 38396 Exp. 3/51/25 CIVIL 06/12/24 CONTRACTOR	APPROVED: Sam Tadroa FOR CITY ENGINEER SAM TADROS PRINT DCE NAME DESCRIPTION ORIGINAL ADDENDUM
INSPECTOR	

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 80.0F 158 SHEETS D. AIVATI
PROJECT MANAGER R. DINH
PROJECT ENGINEER APPROVED DATE FILMED BY 234-I70I CCS27 COORDINATE Sam Tadros 6262407-1874444 CCS83 COORDINATE DATE STARTED _ DATE COMPLETED _ 40380-80-D

Morena Pipeline October 3, 2024

WATER S-16027

Bid Results

Bidder Details

Vendor Name OHLA USA, Inc

Address 1920 Main Street, Suite 310

Irvine, California 92614

United States

Respondee Joseba Obeso

Respondee Title Executive Vice President

Phone 949-242-4432

Email ca.est@ohla-usa.com

Vendor Type CADIR
License # 984140
CADIR 1000000612

Bid Detail

Bid Format Electronic

Submitted 10/17/2024 1:54 PM (PDT)

Delivery Method Bid Responsive

Bid Status Submitted **Confirmation #** 399097

Respondee Comment

Buyer Comment

Attachments

File Name	File Type
Contractors Cert of Pending Actions Final.pdf	CONTRACTERS CERT OF PENDING ACTIONS
Subs for Alternates.pdf	SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS
Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment and Suspension Cert - Prime Contractor.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)
Debarment and Suspension Cert -	DEBARMENT AND SUSPENSION CERTIFICATION
Subs Final.pdf	(SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)
Disclosure of Lobbying Activities.pdf	DISCLOSURE OF LOBBYING ACTIVITIES
DBE Subcontractor	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE
Performance.pdf	SUBCONTRACTOR PERFORMANCE FORM
DBE Subcontractor Utilization	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
Form.pdf	SUBCONTRACTOR UTILIZATION FORM
Bid Bond.pdf	Bid Bond
	Contractors Cert of Pending Actions Final.pdf Subs for Alternates.pdf Mandatory Disclosure of Business Interests Form.pdf Debarment and Suspension Cert - Prime Contractor.pdf Debarment and Suspension Cert - Subs Final.pdf Disclosure of Lobbying Activities.pdf DBE Subcontractor Performance.pdf DBE Subcontractor Utilization Form.pdf

Subcontractors

Showing 8 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
ACE Fence Company 727 Glendora Ave La Puente, California 91744	Fence and Guardrail [Constructor]	996577	1000004092	\$233,348.00	
G&F Concrete Cutting 13653 ALONDRA BLVD SANTA FE SPRINGS, California 90670	Saw Cutting [Constructor]	590310	1000001776	\$186,371.00	DBE, SDB, MBE, CADIR, WOSB
RAC Construction & Engineering, In 5811 Barbarossa Court San Diego, California 92115	Concrete Flatwork [Constructor]	1073141	1000855111	\$1,045,665.50	DBE, SDB, MBE, SLBE, MALE, PQUAL, LAT, CADIR, Local
RAP Engineering, LLC 503 E Mission Road San Marcos, California 92069	Asphalt [Constructor]	1100708	1001014442	\$3,153,164.65	Local
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	Striping and Pavement Markings [Constructor]	788286	1000001334	\$708,750.00	CADIR, DBE, Local
The Quality Firm 1075 East Nevada St Signal Hill, California 90755	QC/Testing [Consultant]	N/A	1000546459	\$48,600.00	DBE, MBE, SDB, CADIR, AFR, MALE
Traffic Loops Crackfilling, Inc. 946 S. Emerald Street Anaheim, California 92804	Electrical [Constructor]	652956	1000003794	\$730,000.00	
Transcal Services, LLC 6109 South Western Ave, Suite 109 Los Angeles, California 90047	Jobs Coordinator [Consultant]	N/A	N/A	\$49,700.00	DBE, MBE, SDB, AFR, MALE

Line Items

Discount Terms No Discount

Item #	Item Code Type	Item Description	иом	QTY	Unit Price	Line Total	Response	Comment
Main Bi	d Morena Pipeline					\$56,862,776.64		
1	524126	Bonds (Payment and Performance)	LS	1	\$700,000.00	\$700,000.00	Yes	
2	236220	Permits (EOC Type I)	AL	1	\$25,000.00	\$25,000.00	Yes	
3	237310	Dispute Resolution Board (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
4	237110	Dewatering Hazardous Contaminated Water	LS	1	\$550,000.00	\$550,000.00	Yes	
5	237110	Dewatering Non-Hazardous Contaminated Water	LS	1	\$950,000.00	\$950,000.00	Yes	
6	237110	Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$60,000.00	\$60,000.00	Yes	
7	238990	Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste	TON	170	\$165.00	\$28,050.00	Yes	
8	238990	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	TON	1700	\$250.00	\$425,000.00	Yes	
9	541690	Monitoring of Contaminated Soil	HR	375	\$150.00	\$56,250.00	Yes	
10	541690	Suspension of Work - Resources	DAY	5	\$18,500.00	\$92,500.00	Yes	
11	237310	Median Barrier Fence	LF	510	\$125.00	\$63,750.00	Yes	
12	237310	Traffic Guardrail SDSD SDM-130	LS	1	\$18,000.00	\$18,000.00	Yes	
13	237110	Mobilization	LS	1	\$2,000,000.00	\$2,000,000.00	Yes	
14		Field Orders (EOC Type II)	AL	1	\$2,000,000.00	\$2,000,000.00	Yes	
15	237310	Additional Curb and Gutter Removal and Replacement	LF	580	\$90.00	\$52,200.00	Yes	
16	237310	Sidewalk Removal and Replacement	SF	580	\$40.00	\$23,200.00	Yes	
17	237310	Additional Sidewalk Removal and Replacement	SF	1650	\$35.00	\$57,750.00	Yes	
18	237310	Median Curb and Gutter(Type B-2)	LF	10921	\$105.00	\$1,146,705.00	Yes	
19	237310	Commercial Concrete Driveway	EA	1	\$8,500.00	\$8,500.00	Yes	
20	237310	Curb Ramp (Type A) with Detectable Warning Tiles	EA	7	\$6,500.00	\$45,500.00	Yes	
21	237310	Curb Ramp Modified (Type C1) with Detectable Warning Tiles	EA	22	\$9,000.00	\$198,000.00	Yes	
22	237310	Curb Ramp Modified (Type C2) with Stainless Steel Detectable Warning Tiles	EA	4	\$8,500.00	\$34,000.00	Yes	
23	237310	Curb Ramp (Type D) with Detectable Warning Tiles	EA	1	\$9,000.00	\$9,000.00	Yes	
24	237310	Modified Curb Ramps per New ADA Requirements (EOC Type 1)	AL	1	\$150,000.00	\$150,000.00	Yes	
25	237310	Colored Stamped Concrete Raised Median	SF	28759	\$25.00	\$718,975.00	Yes	
26	237310	Phased Paving	EA	9	\$15,500.00	\$139,500.00	Yes	
27	237110	AC to PVC Replacement	EA	8	\$12,000.00	\$96,000.00	Yes	
28	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	809	\$22.00	\$17,798.00	Yes	
29	237110	Abandon and Fill Existing Water Main (16 Inch) Outside of the Trench Limit	LF	748	\$45.00	\$33,660.00	Yes	
30	237110	Abandon and Fill Existing Water Main (6 Inch) Outside of the Trench Limit	LF	300	\$50.00	\$15,000.00	Yes	
31	237310	Imported Trench Backfill	Ton	1000	\$65.00	\$65,000.00	Yes	
32	237310	Controlled Low Strength Material (CLSM)	CY	1000	\$190.00	\$190,000.00	Yes	
33	237110	4-Inch or Larger Meter for Construction Flushing (EOC Type 1)	AL	1	\$500.00	\$500.00	Yes	
34	237110	Transmission Water Main - 36" WSP CML & TCMC (3/8" Thk)	LF	18164	\$1,014.26	\$18,423,018.64	Yes	
35	237110	Distribution Water Main -16" PVC DR-14	LF	14551	\$445.00	\$6,475,195.00	Yes	
36	237110	Engineered Trench Shoring	LS	1	\$1,750,000.00	\$1,750,000.00	Yes	
37	237110	Water Valve Bypass for (Straight-Mainline) (36-Inch, Class 250)	EA	10	\$90,000.00	\$900,000.00	Yes	
38	237110	Water Valve Bypass for (T-Mainline) (16-Inch, Class 250)	EA	43	\$40,000.00	\$1,720,000.00	Yes	
39	237110	6-inch Gate Valve (AWWA Class 250)	EA	2	\$5,500.00	\$11,000.00	Yes	
40	237110	8-inch Gate Valve (AWWA Class 250)	EA	5	\$4,200.00	\$21,000.00	Yes	
41	237110	12-inch Gate Valve (AWWA Class 250)	EA	15	\$7,500.00	\$112,500.00	Yes	
42	237110	Fire Hydrant Assembly and Marker (6-Inch)	EA	37	\$22,000.00	\$814,000.00	Yes	
43	237110	Fire Service Connection and Assembly (6-Inch)	EA	3	\$35,500.00	\$106,500.00	Yes	
44	237110	Blow Off Valve Assembly (2 Inch, SDW-143)	EA	12	\$12,000.00	\$144,000.00	Yes	
45	237110	Blow Off Valve Assembly (4 Inch, SDW-144)	EA	22	\$45,000.00	\$990,000.00	Yes	
46	237110	Water Services (1-Inch)	EA	132	\$5,000.00	\$660,000.00	Yes	
47	237110	Air and Vacuum(Air Release) Valve Assembly (1 Inch, SDW-159)	EA	1	\$20,500.00	\$20,500.00	Yes	
48	237110	Air and Vacuum(Air Release) Valve Assembly (2 Inch, SDW-159)	EA	38	\$17,500.00	\$665,000.00	Yes	
49	237110	Additional Pipeline Appurtenances (36-Inch)	LS	1	\$250,000.00	\$250,000.00	Yes	

Item #	Item Code Ty	ype	Item Description	иом	QTY	Unit Price	Line Total	Response	Comment
50	237110		Access Manway/ Manhole (SDW-103)	EA	12	\$105,000.00	\$1,260,000.00	Yes	
51	237110		Connection to Existing Manhole and Rechanneling	EA	1	\$25,000.00	\$25,000.00	Yes	
52	237110		Manhole (PVC Lined,5 ft x 3 ft dia)	EA	1	\$75,000.00	\$75,000.00	Yes	
53	237110		CCTV of Existing Sewer System with Lateral Capability	LF	40000	\$5.00	\$200,000.00	Yes	
54	237310		Continental Crosswalk	SF	7250	\$16.00	\$116,000.00	Yes	
55	238990		Video Recording of Existing Conditions	LS	1	\$30,000.00	\$30,000.00	Yes	
56	237110		Pothole Existing Utilities Not Shown on Plans (Depth < 5 ft)	EA	150	\$1,700.00	\$255,000.00	Yes	
57	237110		Pothole Existing Utilities Not Shown on Plans (Depth > 5 ft)	EA	50	\$2,300.00	\$115,000.00	Yes	
58	237110		Ground Penetrating Radar as Directed by Engineer	DAY	10	\$2,000.00	\$20,000.00	Yes	
59	541330		Traffic Control and Engineered Traffic Control Plans	LS	1	\$2,000,000.00	\$2,000,000.00	Yes	
60	237310		Traffic Control During Construction Survey Stake-out	DAY	40	\$1,400.00	\$56,000.00	Yes	
61	237310		Traffic Control During Operational Valve Checks	DAY	10	\$1,400.00	\$14,000.00	Yes	
62	238910		Portable Changeable Message Signs	EA	210	\$1,150.00	\$241,500.00	Yes	
63	237310		Temporary Detection System	EA	10	\$75,000.00	\$750,000.00	Yes	
64	237310		Pedestrian Push Button Assemblies & Wiring	EA	18	\$8,000.00	\$144,000.00	Yes	
65	238210		SDGE Service Orders (EOC Type I)	AL	1	\$12,000.00	\$12,000.00	Yes	
66	238210		Traffic Signal System Restoration	LS	1	\$671,000.00	\$671,000.00	Yes	
67	237310		Pedestrian Barricade (Type A)	EA	38	\$3,700.00	\$140,600.00	Yes	
68	237110		Furnished Materials for Contractor High-line Work	LS	1	\$200,000.00	\$200,000.00	Yes	
69	237110		High-lining Installation by the Contractor	LS	1	\$250,000.00	\$250,000.00	Yes	
70	237110		High-lining Removal by the Contractor	LS	1	\$125,000.00	\$125,000.00	Yes	
71	237110		Tie-in by Contractor (6 Inch)	EA	5	\$15,000.00	\$75,000.00	Yes	
72	237110		Tie-in by Contractor (8 Inch)	EA	7	\$13,000.00	\$91,000.00	Yes	
73	237110		Tie-in by Contractor (10 Inch)	EA	1	\$10,000.00	\$10,000.00	Yes	
74	237110		Tie-in by Contractor (12 Inch)	EA	7	\$25,000.00	\$175,000.00	Yes	
75	237110		Tie-in by Contractor (16 Inch)	EA	3	\$5,500.00	\$16,500.00	Yes	
76	237110		Cut and Plug by the Contractor	EA	23	\$3,500.00	\$80,500.00	Yes	
77	541330		SWPPP Development	LS	1	\$10,000.00	\$10,000.00	Yes	
78	237310		SWPPP Implementation	LS	1	\$550,000.00	\$550,000.00	Yes	
79	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	
80	238110		Cathodic Protection - Impressed Current	LS	1	\$500,000.00	\$500,000.00	Yes	
81	237110		Time-Related Overhead	DAY	475	\$9,500.00	\$4,512,500.00	Yes	
82	237110		Sewer Lateral Connection	EA	2	\$7,500.00	\$15,000.00	Yes	
83	238210		Protective Railing at Curb Ramps	LF	150	\$375.00	\$56,250.00	Yes	
84	237110		Handling and Disposal of Non-friable Asbestos Material	LF	4485	\$75.00	\$336,375.00	Yes	
85	238910		Field Office (Owner's Representative)	LS	1	\$650,000.00	\$650,000.00	Yes	
Additive	e Alternate A -	More	ena Improv 3 (S)				\$1,119,497.00		
86	524126		Bonds (Payment and Performance)	LS	1	\$10,000.00	\$10,000.00	Yes	
87	237110		Dewatering Hazardous Contaminated Water	LS	1	\$70,000.00	\$70,000.00	Yes	
88	237110		Dewatering Non-Hazardous Contaminated Water	AL	1	\$8,000.00	\$8,000.00	Yes	
89	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
90	334290		Remote Control Camera Inspection (EOC Type II)	AL	1	\$19,100.00	\$19,100.00	Yes	
91	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$45,000.00	\$45,000.00	Yes	
92	238990		Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$15,000.00	\$15,000.00	Yes	
93	238990		Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste	TON	20	\$185.00	\$3,700.00	Yes	
94	238990		Loading, Transportation, and Disposal of Petroleum Contaminated Soil	TON	200	\$150.00	\$30,000.00	Yes	
95	238990		Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$6,000.00	\$6,000.00	Yes	
96	541690		Monitoring of Contaminated Soil	HR	40	\$150.00	\$6,000.00	Yes	
97	562910		Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$3,400.00	\$3,400.00	Yes	
98	237110		Mobilization	LS	1	\$30,000.00	\$30,000.00	Yes	
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Item#	Item Code	Туре	Item Description	иом	QTY	Unit Price	Line Total	Response	Comment
99			Field Orders (EOC Type II)	AL	1	\$40,000.00	\$40,000.00	Yes	
100	237310		Pavement Restoration Adjacent to Trench	SF	780	\$35.00	\$27,300.00	Yes	
101	238910		Concrete Pavement (7 Inch thick)	CY	110	\$750.00	\$82,500.00	Yes	
102	237110		Additional Bedding	CY	20	\$80.00	\$1,600.00	Yes	
103	237110		Sewer Main (15 Inch)	LF	778	\$400.00	\$311,200.00	Yes	
104	237310		Temporary Resurfacing	TON	31	\$275.00	\$8,525.00	Yes	
105	237110		Imported Trench Backfill	TON	235	\$65.00	\$15,275.00	Yes	
106	237110		Manhole (PVC Lined, 4 ft x 3 ft)	EA	5	\$45,000.00	\$225,000.00	Yes	
107	237110		Sewer Lateral and Cleanout (4 Inch, Street)	EA	8	\$5,250.00	\$42,000.00	Yes	
108	237110		Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	778	\$12.00	\$9,336.00	Yes	
109	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	778	\$12.00	\$9,336.00	Yes	
110	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$5,050.00	\$5,050.00	Yes	
111	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$5,050.00	\$5,050.00	Yes	
112	238990		Video Recording of Existing Conditions	LS	1	\$5,000.00	\$5,000.00	Yes	
				CY		\$425.00	-		
113	237310		Additional Pavement Removal and Disposal Potholing Existing Utilities Not Shown on Plans (Depthypto7 feet)	EA	5	\$1,800.00	\$2,125.00	Yes	
			Potholing Existing Utilities Not Shown on Plans (Depthupto7 feet) Traffic Control and Working Prayings		1			Yes	
115	541330		Traffic Control and Working Drawings	LS		\$45,000.00	\$45,000.00		
116	541330		WPCP Development	LS	1	\$1,500.00	\$1,500.00	Yes	
117	237310		WPCP Implementation	LS	1	\$8,500.00	\$8,500.00	Yes	
		Моге	na Improv 3A (Water)				\$476,975.00		
118	524126		Bonds (Payment and Performance)	LS	1	\$4,000.00	\$4,000.00	Yes	
119	237110		Drinking Water Discharge Monitoring by QSP	LS	1	\$22,500.00	\$22,500.00	Yes	
120	238990		Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$3,600.00	\$3,600.00	Yes	
121	541690		Monitoring of Contaminated Soil	HR	20	\$150.00	\$3,000.00	Yes	
122	562910		Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$3,400.00	\$3,400.00	Yes	
123	237110		Mobilization	LS	1	\$8,000.00	\$8,000.00	Yes	
124			Field Orders (EOC Type II)	AL	1	\$25,000.00	\$25,000.00	Yes	
125	237310		Pavement Restoration Adjacent to Trench	SF	400	\$20.00	\$8,000.00	Yes	
126	237110		Removal or Abandonment of Existing Water Facilities	LF	10	\$250.00	\$2,500.00	Yes	
127	237110		Removal of Abandoned Water Meter Box	EA	1	\$600.00	\$600.00	Yes	
128	237110		Handling and Disposal of Non-friable Asbestos Material	LF	400	\$42.00	\$16,800.00	Yes	
129	237110		Additional Bedding	CY	10	\$75.00	\$750.00	Yes	
130	237110		Water Main (12 Inch)	LF	400	\$475.00	\$190,000.00	Yes	
131	237110		Fire Hydrant Assembly and Marker (6 Inch) (3-Port)	EA	2	\$18,000.00	\$36,000.00	Yes	
132	237110		Water Service (1 Inch)	EA	2	\$4,000.00	\$8,000.00	Yes	
133	237310		Temporary Resurfacing	TON	25	\$240.00	\$6,000.00	Yes	
134	237110		Imported Trench Backfill	TON	25	\$65.00	\$1,625.00	Yes	
135	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$5,000.00	\$5,000.00	Yes	
136	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$5,050.00	\$5,050.00	Yes	
137	238990		Video Recording of Existing Conditions	LS	1	\$5,000.00	\$5,000.00	Yes	
138	237310		Additional Pavement Removal and Disposal	CY	5	\$450.00	\$2,250.00	Yes	
139	237110		Abandon Water Services (Stiffs)	EA	3	\$750.00	\$2,250.00	Yes	
140	237110		Potholing Existing Utilities Not Shown on Plans (Depthupto7 feet)	EA	5	\$1,800.00	\$9,000.00	Yes	
141	541330		Traffic Control and Working Drawings	LS	1	\$18,000.00	\$18,000.00	Yes	
142	237110		Furnished Materials for Contractor High-line Work	LF	650	\$25.00	\$16,250.00	Yes	
143	237110		High-lining Installation by the Contractor	LF	650	\$35.00	\$22,750.00	Yes	
144	237110		High-lining Removed by the Contractor	LF	650	\$25.00	\$16,250.00	Yes	
145	237110		Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	3	\$7,000.00	\$21,000.00	Yes	
146	237110		Cut and Plug by Contractor	EA	2	\$3,200.00	\$6,400.00	Yes	
147	541330		WPCP Development	LS	1	\$1,500.00	\$1,500.00	Yes	
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ltem#	Item Code	Туре	Item Description	иом	QTY	Unit Price	Line Total	Response	Comment
148	237310	.,,,,,	WPCP Implementation	LS	1	\$6,500.00	\$6,500.00	Yes	
Additive .	Alternate C - M	orena M	ledians				\$271,535.00		
149	524126		Bonds (Payment and Performance) (Ashton to Littefield)	LS	1	\$100.00	\$100.00	Yes	
150	237310		Mobilization (Ashton to Littlefield)	LS	1	\$4,000.00	\$4,000.00	Yes	
151			Field Orders (EOC Type II) (Ashton to Littlefield)	AL	1	\$15,000.00	\$15,000.00	Yes	
152	237310		Excavate and Fill (Unclassified) (Ashton to Littlefield)	CY	114	\$210.00	\$23,940.00	Yes	
153	237310		Asphalt Concrete (Ashton to Littlefield)	TON	121	\$500.00	\$60,500.00	Yes	
154	237310		Median Curb and Gutter (Type B-2) (Ashton to Littlefield)	LF	833	\$65.00	\$54,145.00	Yes	
155	237310		Colored Stamped Concrete Raised Median (Ashton to Littlefield)	SF	1622	\$25.00	\$40,550.00	Yes	
			Chain Link Fence (Ashton to Littlefield)		390		1		
156	238990		Paint Striping (Ashton to Littlefield)	LF		\$90.00	\$35,100.00	Yes	
157	237310		,	LS	1	\$6,700.00	\$6,700.00	Yes	
158	541330		Traffic Control (Ashton to Littlefield)	LS	1	\$25,000.00	\$25,000.00	Yes	
159	541330		WPCP Development (Ashton to Littlefield)	LS	1	\$1,500.00	\$1,500.00	Yes	
160	237310		WPCP Implementation (Ashton to Littlefield)	LS	1	\$5,000.00	\$5,000.00	Yes	
		ving A	(Paid by Transportation Department)]	\$1,662,186.13		
161	237310		Asphalt Concrete Overlay (3")	TN	6824	\$155.00	\$1,057,720.00	Yes	
162	237310		Cold Mill AC Pavement (3")	SF	367607	\$0.59	\$216,888.13	Yes	
163	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	28	\$500.00	\$14,000.00	Yes	
164	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	27	\$500.00	\$13,500.00	Yes	
165	237310		Adjust Existing Survey Monument to Grade	EA	4	\$1,500.00	\$6,000.00	Yes	
166	237310		Traffic Signal Loop and Appurtenance Replacement	EA	18	\$1,200.00	\$21,600.00	Yes	
167	237310		Excavate and Export (Unscheduled, 12")	CY	1456	\$90.00	\$131,040.00	Yes	
168	237310		Asphalt Concrete Base (Unscheuled, 6")	TN	558	\$255.00	\$142,290.00	Yes	
169	237310		Class 2 Agreggate base (Unschedled, 6")	TN	558	\$106.00	\$59,148.00	Yes	
Additive .	Alternate E - Pa	ving B (Paid by Public Utilities Department)				\$1,644,191.76		
170	237310		Asphalt Concrete Overlay (3 Inches)	TN	6010	\$155.00	\$931,550.00	Yes	
171	237310		Cold Mill AC Pavement (3 Inch)	SF	331594	\$0.64	\$212,220.16	Yes	
172	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	13	\$1,500.00	\$19,500.00	Yes	
173	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	25	\$750.00	\$18,750.00	Yes	
174	237310		Adjust Existing Survey Monument to Grade	EA	2	\$2,500.00	\$5,000.00	Yes	
175	237310		Traffic Signal Loop and Appurtenance Replacement	EA	58	\$1,200.00	\$69,600.00	Yes	
176	237310		Excavate and Export (Unscheduled, 12")	CY	1287	\$90.00	\$115,830.00	Yes	
177	237310		Asphalt Concrete Base (Unscheuled, 6")	TN	754	\$254.00	\$191,516.00	Yes	
178	237310		Class 2 Agreggate base (Unschedled, 6")	TN	754	\$106.40	\$80,225.60	Yes	
	Alternate F - Mo	orena Bi]	\$1,095,274.75		
179	237310		Painted Traffic Striping (Detail 38B)	LF	195	\$2.55	\$497.25	Yes	
180	237310		Painted Traffic Striping (Detail 39)	LF	15545	\$2.55	\$39,639.75	Yes	
181	237310		Painted Traffic Striping (Detail 39A/40)	LF	12585	\$2.55	\$32,091.75	Yes	
182	237310		Painted Traffic Striping (Green Pavement Treatment)	SF	12303	\$8.20	\$984.00	Yes	
182			Thermoplastic Traffic Striping (Green Pavement Treatment)	SF	20730	1	\$601,170.00]	
	237310					\$29.00	1	Yes	
184	237310		Stop Bar (Limit Line)	LF	157	\$10.00	\$1,570.00	Yes	
185	237310		Thermoplastic Traffic Striping (Diagonal Buffer Stripe)	LF	1371	\$15.00	\$20,565.00	Yes	
186	237310		Removal of Traffic Striping and Curb Marking (Hydroblast)	EA	1	\$27,000.00	\$27,000.00	Yes	
187	237310		Thermoplastic Pavement Marking (Legend-Only)	EA	2	\$510.00	\$1,020.00	Yes	
188	237310		Thermoplastic Pavement Marking (Legend-Bike)	EA	2	\$510.00	\$1,020.00	Yes	
189	237310		Thermoplastic Pavement Marking (Legend-Bus)	EA	2	\$510.00	\$1,020.00	Yes	
190	237310		Thermoplastic Pavement Marking (Legend - Bike w/ Arrow Symbol)	EA	64	\$305.00	\$19,520.00	Yes	
191	237310		Thermoplastic Pavement Marking (Sharrows)	EA	27	\$355.00	\$9,585.00	Yes	
192	237310		Thermoplastic Pavement Marking (Shark Teeth)	SF	4	\$51.00	\$204.00	Yes	
193	237310		Thermoplastic Pavement Marking (Bike Lane Shark Teeth)	SF	2	\$51.00	\$102.00	Yes	

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
194	237310		Red Curb	LF	203	\$11.00	\$2,233.00	Yes	
195	237310		Install Traffic Sign on New Post per SDM 104	EA	11	\$900.00	\$9,900.00	Yes	
196	237310		Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	EA	13	\$1,000.00	\$13,000.00	Yes	
197	237310		Install Traffic Sign on Existing Post	EA	54	\$500.00	\$27,000.00	Yes	
198	237310		Removal Existing Traffic Sign	EA	40	\$202.00	\$8,080.00	Yes	
199	237310		Removal Existing Traffic Sign and Post	EA	21	\$303.00	\$6,363.00	Yes	
200	238210		Traffic Signal Loop and Appurtenance (Type Q)	EA	11	\$1,200.00	\$13,200.00	Yes	
201	237310		White Channelizer Curb w/ 28" Height Post	EA	371	\$450.00	\$166,950.00	Yes	
202	237310		Mobilization	LS	1	\$4,000.00	\$4,000.00	Yes	
203			Field Order (EOC Type II)	AL	1	\$84,560.00	\$84,560.00	Yes	
204	524126		Bonds (Payment and Performance)	LS	1	\$4,000.00	\$4,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid Morena Pipeline	\$56,862,776.64
Additive Alternate A - Morena Improv 3 (S)	\$1,119,497.00
Additive Alternate B - Morena Improv 3A (Water)	\$476,975.00
Additive Alternate C - Morena Medians	\$271,535.00
Additive Alternate D - Paving A (Paid by Transportation Department)	\$1,662,186.13
Additive Alternate E - Paving B (Paid by Public Utilities Department)	\$1,644,191.76
Additive Alternate F - Morena Bike Lane	\$1,095,274.75
Grand Total	\$63,132,436.28