

City of San Diego

CONTRACTOR'S NAME: Filanc
ADDRESS: 740 N, Andreasen Drive, Escondido, CA 92029
TELEPHONE NO.: (760) 941-7130 **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
R. Bustamante / M. Jirjis Nakasha / N. Alkuree

BIDDING DOCUMENTS



FOR

SAN CARLOS INTERCONNECT AND TRANSMISSION PIPELINE

BID NO.: K-25-2385-DBB-3
SAP NO. (WBS/IO/CC): B-21109
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 7
PROJECT TYPE: KA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

BID DUE DATE:

**2:00 PM
MARCH 6, 2025**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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


1) Registered Engineer

01/23/2025

Date

Seal:




2) For City Engineer

01/23/2025

Date

Seal:




3) For City Engineer

1-23-2025

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractor's Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Subcontractors For Alternates	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement (when required)	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> Joint Venture Agreement Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Payment & Performance Bond, Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	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
14.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
16.	PLA Forms <ul style="list-style-type: none"> • Letter of Assent • Job Coordinator Designation Form 	Within 10 working days of receipt by bidder of NOI	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **San Carlos Interconnect and Transmission 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 **\$7,280,000.00**.
4. **BID DUE DATE AND TIME ARE: MARCH 6, 2025 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.
 - 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.

- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

- 8.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.0%
2. ELBE participation	13.3%
3. Total mandatory participation	22.3%

- 8.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

- 8.3.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

8.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

8.3.2. 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 SLBE-ELBE Subcontractors as required in this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

9. NON-MANDATORY PRE-BID MEETING:

9.1. ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on **Thursday, February 13, 2025**, at **10:00 AM** (PDT) at:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 239 018 441 79

Passcode: 9NQ7Kv7x

Dial in by phone

[+1 945-468-5511,,704356054#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 704 356 054#

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.

10. AWARD PROCESS:

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

11. SUBMISSION OF QUESTIONS:

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

Juan E. Espindola at JEEspindola@sandiego.gov

- 11.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 11.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 11.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

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

13. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 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 ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

22. THE CONTRACT:

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

who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §1776.
 - 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
 - 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Filanc, a corporation, as principal, and Travelers Casualty and Surety Company of America, 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 Ten Million Six Hundred Eighty Six Thousand Seven Hundred Eighty Five Dollars and Zero Cents (\$10,686,785.00) for the faithful performance of the annexed contract, and in the sum of Ten Million Six Hundred Eighty Six Thousand Seven Hundred Eighty Five Dollars and Zero Cents (\$10,686,785.00) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

CONTRACTOR

Filanc.

By: Melinda Young

Print Name: Melinda Young

Date: May 6, 2025

THE CITY OF SAN DIEGO

By: C. Abarca

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: May 27, 2025

SURETY

Travelers Casualty and Surety Company
of America

By: Cheryl L McAleenan

Print Name: Cheryl L McAleenan
Attorney-In-Fact

Date: May 6, 2025

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: [Signature]

Print Name: Adam Watanabe
Deputy City Attorney

Date: 6/4/25

100 California Street, Suite 725
San Francisco, Ca 94111

Local Address of Surety

415-732-1490

Local Phone Number of Surety

\$56,855.00

Premium

108259491

Bond Number

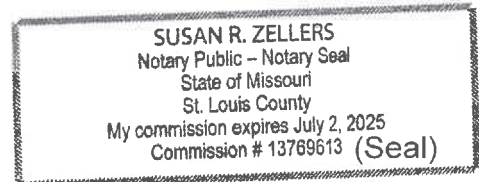
MISSOURI NOTARY ACKNOWLEDGMENT

State of Missouri)
County of St. Louis) ss.

On this 6th day of May, 2025, before me, the undersigned Notary Public, personally appeared Melinda Young, known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

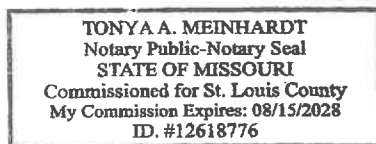
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Susan R. Zellers
Notary Public Signature
Printed Name: Susan R Zellers
My Commission Expires: 7-2-2025

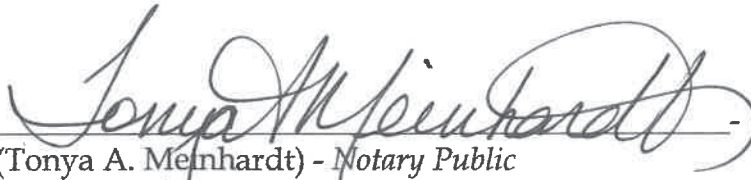


STATE OF Missouri
COUNTY OF St. Louis

On this 6th day of May, 2025, before me personally appeared
Cheryl L. McAleenan, with whom I am personally acquainted, who,
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety
Company of America, the corporation described in and which executed the foregoing
instrument; that she knows the corporate seal of said Company; that said seal affixed to said
instrument is such corporate seal; that it was so affixed by authority of the Board of Directors
thereof and of her office under the Standing Resolutions of said Company; and that she signed
his/her name thereto as Attorney- in-Fact by like authority.



NOTARY STAMP


(Tonya A. Meinhardt) - Notary Public
Commission Number: 12618776
My Commission Expires: August 15th, 2028.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Cheryl L McAleenan** of **Maryland Heights**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By:

Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **May**, **2025**.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This Project will replace approximately 2,859 Linear Feet (LF) (0.54 mile) of 8, 10, 12, 16, and 24-inch diameter Asbestos Cement (AC) and Reinforced Concrete Steel Cylinder (RCSC) water mains, construct approximately 4,544 Linear Feet (LF) (0.86 mile) of new 8 and 16-inch water mains, and abandon approximately 1,301 Linear Feet (LF) (0.25 mile) of existing water mains.

Construction will include all associated water services, fire hydrants, laterals, valves, water meters, and other appurtenances as well as curb ramps, traffic control, trench restoration, and pavement resurfacing along with all other work in accordance with the Contract Documents and drawings numbered 0101165-01-D through 0101165-40-D and 0101165-T1-D through 101165-T7-D.

ALTERNATE SCOPE:

Alternate A: Scope includes additional resurfacing work in conformance with the requirements of the Attachment E SSP, Section 301. The limits of work for the additional resurfacing area are outlined on Sheet 0101165-18-D and are conveyed by the crosshatch symbol in the legend provided. Resurfacing work required in relation to the pipeline trenching and its influence areas are not conveyed within the crosshatch symbol and therefore shall be included as part of the Base Bid payment for the pipe per Greenbook and Whitebook Section 306-15 and as modified in the Contract Documents.

Alternate B: Scope includes the scenario in which City Forces staff will perform high-lining work instead of the Contractor. The Contractor Highlining Work bid items shall be deducted from the base Bid and materials shall be furnished for City Forces staff instead.

Alternate C: Scope will include installation of additional traffic striping, traffic signs, and traffic loop and appurtenance in accordance with drawings numbered 0101777-1-D through 0101777-9-D.

1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids and Plans numbered **0101165-01-D** through **0101165-40-D**, **0101165-T1-D** through **101165-T7-D** and **0101777-1-D** through **0101777-9-D**, inclusive.

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

See **Appendix E – Location Map**

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **411 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-25-2385-DBB-3

CONTRACT OR TASK TITLE: San Carlos Interconnect and Transmission Pipeline

CONTRACTOR: Filanc

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include: Bonds, Mobilization, and Water Main replacement and construction, including all associated water services, fire hydrants, laterals, valves, water meters, and other appurtenances as well as curb ramps, traffic control, trench restoration, and influence area pavement resurfacing along with all other work in accordance with the Contract Documents and drawings numbered 0101165-01-D through 0101165-40-D and 0101165-T1-D through 0101165-T7-D. Payment for stored material onsite or offsite per Whitebook Section 7-3.3.1.1 & 7-3.3.1.2 is also included in this phase.	NTP	5/30/2026	B-21109 (W) - \$6,505,292.00
2	Work to be completed in Phase 2 shall include continuing activities associated with the pipeline work in the contract documents and Work associated with Alternate A on sheet 0101165-18-D of the Paving Restoration Plan.	5/30/2026	Notice of Completion	B-21109 (W) - \$3,706,891.00 PAVING WBS (FY26) TBD - \$436,680.00 Phase Subtotal: \$4,143,571.00

This phase specifically consists of Construction Phase 1 through 7.

This includes any material purchase for Phase 8 through 10

This phase specifically consists of Construction Phase 8 through 10.

3	Work to be completed in Phase 3 shall include Striping Work associated with Alternate C on sheets 0101777-1-D through 0101777-9-D of the Striping Plans.	7/1/2026	Notice of Completion	Striping WBS (FY27) TBD - \$37,922.00
Contract Total				\$10,686,785

Notes:

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

CITY OF SAN DIEGO

PRINT NAME: Neda Shahrara
Construction Senior Engineer

Signature: Neda Shahrara

Date: 5/19/2025

PRINT NAME: Eric Rubalcava
Design Senior Engineer

Signature: 

Date: 5/19/2025

CONTRACTOR

PRINT NAME: Omar Rodea

Title: PRESIDENT

Signature: 

Date: 5/16/2025

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H.

SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or 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.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

- d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
- e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 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.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
 - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the

purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.

d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
- ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.
- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.

- e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).
- 4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.

5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G.**SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H.**GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **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.
 - 1.1.1. 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.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **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.

- 1.3. 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.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. 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.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. 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.
- 1.7. 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."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at PWDPprevailingWage@sandiego.gov.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. 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.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. 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:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. 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 1.11. above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

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

SECTION 3 – CONTROL OF THE WORK

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

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

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

1. Use Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

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

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

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site. Additional supporting documents are also provided:

- a) Report of Geotechnical Investigation dated June 19, 2024 by Allied Geotechnical Engineers, Inc.
- b) Biological Resources Letter Report dated September 10, 2024 by RECON.
- c) Suggested Construction Sequencing Plan.

THE SUGGESTED CONSTRUCTION SEQUENCING PLAN IS A **SAMPLE REFERENCE DOCUMENT ONLY** AND SHALL NOT RELEASE YOU FROM YOUR CONTRACTUAL RESPONSIBILITIES AND OBLIGATIONS, ESPECIALLY IN REFERENCE TO THE STIPULATED CONTRACT TIME. YOU ARE STILL ULTIMATELY RESPONSIBLE FOR PRODUCING YOUR OWN CONSTRUCTION SEQUENCING PLAN THAT SHALL CONFORM TO ALL CONTRACT REQUIREMENTS REGARDLESS OF THE SAMPLE REFERENCE DOCUMENTS PROVIDED, EVEN IF THE SAMPLE REFERENCES MAY OR MAY NOT WHOLLY CONFORM TO ALL THE CONTRACT REQUIREMENTS. NO EXTENSIONS OR ADDITIONAL PAYMENTS SHALL BE MADE DUE TO THE CONTRACTORS USAGE OF **SAMPLE REFERENCE DOCUMENTS.**

- d) Public Utility Department (PUD) Shutdown Phasing Exhibits.

6. The reports listed above and additional supporting documents are available for review at the following link:

<https://drive.google.com/drive/folders/1hzqsG9OZiduznrcHisAnDF9L4-fuc7c?usp=sharing>

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

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

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

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

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

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

SECTION 4 - CONTROL OF MATERIALS

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

2. The specialty inspections required are listed as follows:
 - a) All field welds for steel pipe shall require specialty inspection by Certified by AWS Inspector.

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:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

5-4.2.4 Contractors Pollution Liability Insurance.

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

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

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - 1 Certify this to the City in writing, and
 - 2 Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

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

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

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

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

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification

of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

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

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

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

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

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

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

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

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

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

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

5-10.2.1 Public Notice by Contractor.

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

5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer.
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

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 in **Appendix D – Sample City Invoice** and use the format shown.

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

3. A suggested construction sequence has been prepared for this project. You are still responsible for your construction phasing in order to complete all the project Scope of Work within the allotted Working Days specified in the Contract Documents. See Technical Specifications 01020 and Suggested Construction Sequencing Plan in below link:

<https://drive.google.com/file/d/1JOsqASo-SBsQEk4K8LUDGr2XzSldMW72/view?usp=sharing>

6-3.1 General. To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:

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

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **San Carlos Interconnect Transmission Pipeline**, Project No. **B-21109.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", 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

Contract Value	Liquidated Damages Daily Amount
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

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

- 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:

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

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

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

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

SECTION 203 - BITUMINOUS MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 203-6.2.5.3

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

^a Maximum mechanical shaking time is 10 minutes.

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

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

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

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

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

For startup of a project:

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

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

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

Quality Characteristic	Test Method	Minimum Frequency
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater
Nuclear gauge density	California Test 375	1 per 50 tons

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

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality

assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

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

Table 203-6.2.5.5

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

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

^a Average maximum specific gravity reported on the JMF.

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

203-6.3.1 General.

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.
2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.
3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.
4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting

information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.

5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.
7. A new mix design shall be prepared and a new JMF submitted if:
 - a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,
 - b) the source of any aggregate is changed,
 - c) the performance grade of paving asphalt is changed,
 - d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,
 - e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.
8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
 - a) Target air voids must equal 7.0 ± 1.0 percent.
 - b) Specimen height must be 60 ± 1 mm.
 - c) Number of test specimens must be 4 to run 2 tests.
 - d) Do not average the 2 test results.
 - e) Test specimen must be a 150 mm gyratory compacted specimen.
 - f) Test temperature must be set at:
 1. 113 ± 2 degrees F for PG 58 for use of 25% RAP
 2. 122 ± 2 degrees F for PG 64 for use of 15% RAP

3. Measurements for impression must be taken at every 100 passes along the total length of the sample.
 - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
 - h) Testing shut off must be set at 25,000 passes.
 - i) Submersion time for samples must not exceed 4 hours.
9. Take samples under California Test 125.

ADD:

203-6.3.3

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

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

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

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

ADD:

203-6.4.5

Miscellaneous Areas and Dikes. For miscellaneous areas and dikes:

1. Choose the aggregate gradation from:
 - a) 1/2-inch Type A HMA aggregate gradation.
 - b) Dike mix aggregate gradation.
2. Choose asphalt binder Grade PG 58-16 or 64-10.
3. Minimum asphalt binder content must be:
 - a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.
 - b) 6.00 percent for dike mix aggregate gradation.

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

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

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

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

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

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

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within \pm 5 of the RAP percentage shown in the approved JMF form 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)
Density based Method	Not to exceed 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 "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

SECTION 209 – PRESSURE PIPE

209-1.1.1 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, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-2.2.1

Item	Material	Reference Specification/Requirements
Pipe	Manufacturing Standards	Butt or offset-butt electrically welded straight or spiral-seam steel cylinders, shop fabricated from coil or plates and conforming to AWWA C200 for pipe 6" (150 mm) and larger.
		4" (100 mm) pipe when required shall conform to the requirements of AWWA C200.
	Design Standards	Conform to AWWA M11.
	NSF Certification	NSF 61 certification required for potable water pipe. Steel plates or sheets used to manufacture fabricated steel pipe shall conform to the physical and chemical requirements for sheet steel listed in AWWA C200 Table 1.
	Material	Steel plates or sheets used to manufacture fabricated steel pipe shall conform to the physical and chemical requirements for sheet steel listed in AWWA C200 Table 1.
	Size	As shown on the Plans. Net inside diameter after interior lining shall equal or exceed nominal pipe diameter with tolerance of minus 1/4" (6 mm).
	Minimum Wall Thickness	Where the Plans do not show thickness, submit design and supporting calculations prepared by the manufacturer in accordance with AWWA M11 using a maximum design working stress of 1/2 the yield stress for the grade of steel used in pipe fabrication. Compute wall thickness using pressure equal to 150 psi (1.0 MPa) or the design pressure shown on the Plans, whichever is greater.
		No pipe 4" (100 mm) and larger outside buildings or vaults shall have a wall thickness less than 14-gauge (1.9 mm).
		No pipe 4" (100 mm) and larger inside buildings or vaults shall have a wall thickness less than 3/8" (9.5 mm).
	Markings	Mark each special and each length of straight pipe at bell end to identify: <ul style="list-style-type: none"> • Manufacturer's name or mark • Type of steel • Design pressure • Diameter and weight of pipe or special • Proper location of pipe or special by reference to layout schedule

Item	Material	Reference Specification/Requirements
	Lengths	Maximum pipe length of 42' (13 m). Shorter lengths may be used to facilitate curves or fit horizontal or vertical alignment.
Lining and Exterior Coating (Required on exposed steel surfaces and ring joints)	Cement-Mortar Interior Lining and Exterior Coating	Conform to AWWA C205 and AWWA C602 using Type II/V cement.
		Trim lining as necessary to allow full operation of butterfly or check valves at connections to steel pipe.
		Line exposed portions of pipe interior with hand-applied to 212-12.
		3/4 inch (19.1 mm) minimum coating thickness in accordance with AWWA C205
		Trim coating 6" to 12" (150 mm to 300 mm) above grade on spools penetrating to daylight or vault interiors.
	Cold-Applied Tape Exterior Coatings	Conform to AWWA C209 for exterior of specials, connections, and fittings. Conform to AWWA C214 for steel pipe exteriors.
	Liquid Epoxy Interior Lining and Exterior Coating of Above-Ground Pipe	Conform to AWWA C210 and 212-12.
	Fusion-Bonded Epoxy Interior Lining and Exterior Coating of Above-Ground Pipe	Conform to AWWA C213 and 212-12.
	Extruded Polyolefin Exterior Coatings	Conform to AWWA C215 for extruded coatings. Conform to AWWA C216 for heat-shrinkable cross-linked coatings.

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

TABLE 209-7.2

Function	Type	Materials/Method
Pipe Contents Identification	Pipe Color (Plastic Pipe or Polywrap ¹)	Blue for Potable Water. Purple for Recycled Water. Green for Sewage.
	AND	
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.
		5/8" (16 mm) high letters.

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

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

209-8 FUSIBLE PRESSURE POLYVINYL CHLORIDE (PVC) PIPE. To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:

209-8 FUSIBLE PRESSURE POLYVINYL CHLORIDE (PVC) PIPE.

209-8.1 General.

1. This subsection specifies fusible PVC pipe for water mains when used for sliplining a new 8-inch pipe inside an existing 20-inch RCSC pipe at the west end of Tommy Drive as shown on the plans.

209-8.2 Material.

1. All fusible piping shall be made from PVC compound conforming to cell classification 12454 per ASTM D1784 or approved equal.
2. Fusible PVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
3. Pipe shall be homogeneous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
4. Fusible PVC pipe shall be manufactured in a standard 40 foot (12.2 m) nominal length or custom lengths as specified and DR 18 minimum unless otherwise shown on the plans.

5. Grout shall be used to fill the annular space between the fusible polyvinyl chloride (PVC) pipe and the host pipe. Grout shall be a low-density, highly flowable mix. Grout shall have a minimum compressive strength of 300 psi for the installation.
6. Testing requirements shall be in accordance with the contract documents. Grout additives to improve its flow properties shall be permitted, provided that the grout strength property requirements are met.

209-8.2.1 Fusible PVC Pressure Pipe for Potable Water.

1. Fusible PVC pipe shall be blue in color for potable water use and shall be marked as follows:
 - a) Nominal pipe size.
 - b) PVC.
 - c) Dimension Ratio, Standard Dimension Ratio, or Schedule.
 - d) AWWA pressure class or standard pressure rating for non-AWWA pipe, as applicable.
 - e) AWWA standard designation number or pipe type for non-AWWA pipe, as applicable.
 - f) NSF-61 mark verifying suitability for potable water service.
 - g) Extrusion production-record code.
 - h) Trademark or trade name.
 - i) Cell Classification 12454 and/or PVC material code 1120 may also be included.

209-8.2.2 Fusible Polyvinyl Chloride Pressure Pipe for Non-Potable Water.

1. Fusible PVC pipe shall be purple in color for reclaim, reuse, or other non-potable water distribution or conveyance and shall be marked as follows:
 - a) Nominal pipe size.
 - b) PVC.
 - c) Dimension Ratio, Standard Dimension Ratio, or Schedule.
 - d) AWWA pressure class or standard pressure rating for non-AWWA pipe, as applicable.

- e) AWWA standard designation number or pipe type for non-AWWA pipe, as applicable.
- f) Extrusion production-record code.
- g) Trademark or trade name.
- h) Cell Classification 12454 and/or PVC material code 1120 may also be included.
- i) For reclaim water service, the wording: "Reclaimed Water, NOT for Potable Use".

209-8.3 Quality Assurance.

1. This section contains references to the following documents in Table 209-8.3 below. They shall be a part of this section as specified and modified herein.
2. Unless otherwise specified, references to documents shall mean the documents in effect at the time of design, bid, or construction, whichever is earliest. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued.
3. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

TABLE 209-8.3

REFERENCE	TITLE
ANSI/AWWA C110/A21.10	American National Standard for Ductile-Iron and Gray-Iron Fittings, 3-inch through 48-inch, for Water and Other Liquids
ANSI/AWWA C153/A21.53	AWWA Standard for Ductile-Iron Compact Fittings for Water Service
ANSI/AWWA C111/A21.11	American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C605	Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
AWWA C651	Standard for Disinfecting Water Main
AWWA C900	Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 12 in. (100mm Through 300mm), for Water Distribution

REFERENCE	TITLE
AWWA C905	Standard for Polyvinyl Chloride (PVC Pressure Pipe and Fabricated Fittings, 14 in. through 48 in. (350mm Through 1200mm), for Water Distribution and Transmission
AWWA M23	AWWA Manual of Supply Practices PVC Pipe—Design and Installation, Second Edition
ASTM D1784	Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM D1785	Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D2152	Test Method for Degree of Fusion of Extruded Poly(Vinyl Chloride) (PVC) Pipe and Molded Fittings by Acetone Immersion
ASTM D2241	Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR)
ASTM D2665	Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings
ASTM D3034	Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM F477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F1057	Standard Practice for Estimating the Quality of Extruded Poly (Vinyl Chloride) (PVC) Pipe by the Heat Reversion Technique
UNI-PUB-08	Tapping Guide for PVC Pressure Pipe
NSF-14	Plastics Piping System Components and Related Materials
NSF-61	Drinking Water System Components--Health Effects
PPI TR-2	PVC Range Composition Listing of Qualified Ingredients

209-8.4 Submittals.

209-8.4.1 Pre-construction Submittals.

1. Name of the pipe manufacturer and a list of the materials to be provided by manufacturer. This shall include:
 - a) Pipe Size.
 - b) Dimensionality.
 - c) Pressure Class per applicable standard.
 - d) Color.
 - e) Recommended Minimum Bending Radius.
 - f) Recommended Maximum Safe Pull Force.
 - g) Fusion technician qualification indicating conformance with this specification.

2. Written procedural documentation for piping products including proper handling and storage, installation, tapping, and testing.
3. Couplings to be utilized in the installation.
4. The following work plan and information is required from the Contractor and/or slipline installer. This work plan and information shall also be supplied to the pipe supplier, upon request:
 - a) The work plan for each sliplining installation shall include all excavation locations, excavation dimensions, the locations of interfering utilities, and flow bypass and traffic control schematics.
 - b) At least 3 weeks prior to the start of work, the pipe installation Contractor shall submit its sliplining schedule identifying daily work hours and working dates for each installation.
 - c) Grout shall be used for filling the annular space between fusible PVC pipe and the host pipe. The pipe installation Contractor shall provide information detailing the grout design mixes, installation plan and contingency plan for all grouting.

209-8.4.2 Post-construction Submittals.

1. The following AS-RECORDED DATA shall be required from you and/or the fusion provider to the Engineer or pipe supplier upon request:
 - a) Pipe Size and Thickness.
 - b) Machine Size.
 - c) Fusion Technician Identification.
 - d) Job Identification.
 - e) Fusion Joint Number.
 - f) Fusion, Heating, and Drag Pressure Settings.
 - g) Heat Plate Temperature.
 - h) Time Stamp.
 - i) Heating and Cool Down Time of Fusion.
 - j) Ambient Temperature.

209-8.5 Warranty.

1. The pipe shall be warranted for 1 year per the pipe supplier's standard terms.

2. In addition to the standard pipe warranty, the fusion services shall be warranted for 1 year per the fusion service provider's standard terms.

209-8.6 Connections and Fittings for Pressure Applications.

1. The connections in the following subsections shall be used in conjunction with tie-ins to existing potable water piping as shown on the Plans.

209-8.6.1 Ductile Iron Mechanical and Flange Fittings.

1. Acceptable fittings for use with fusible PVC pipe shall include standard ductile iron fittings conforming to AWWA/ANSI C110/A21.10, or AWWA/ANSI C153/A21.53 and AWWA/ANSI C111/A21.11.
 - a) Connections to fusible PVC pipe may be made using a restrained or non-restrained retainer gland product for PVC pipe as well as for mechanical joints or flanged fittings.
 - b) Bends, tees, and other ductile iron fittings shall be restrained with the use of thrust blocking or other means as indicated on the Plans.
 - c) Ductile iron fittings and glands shall be installed per the manufacturer's guidelines.
 - d) If required, linings for ductile iron fittings shall be the following:
 - i. Liquid Epoxy in accordance with AWWA C210.
 - ii. Polyurethane in accordance with AWWA C222.
 - iii. Fusion-Bonded Epoxy in accordance with AWWA C116.
 - e) If required, coatings for ductile iron fittings shall meet the following requirements for buried and/or immersion service duty:
 - i. Liquid Epoxy in accordance with AWWA C210.
 - ii. Polyurethane in accordance with AWWA C222.
 - iii. Fusion-Bonded Epoxy in accordance with AWWA C116.
 - iv. Wax tape coating in accordance with AWWA C217.

209-8.6.2 PVC Gasketed Push-On Couplings.

1. Acceptable fittings for use with fusible PVC pipe shall include standard PVC pressure fittings conforming to AWWA C900 or AWWA C905.
 - a) Acceptable fittings for use joining fusible PVC pipe to bends, tees, other PVC fittings or sections of fusible PVC pipe shall include gasketed PVC push-on type couplings and fittings as shown in the Drawings.
 - b) Bends, tees, and other PVC fittings shall be restrained with the use of thrust blocking or other restraint products as indicated on the Plans.

- c) PVC gasketed push-on fittings and mechanical restraints, if used, shall be installed per the manufacturer's guidelines.

209-8.6.3 Fusible PVC Sweeps or Bends.

1. Fusible PVC sweeps or bends shall conform to the same sizing convention, diameter, dimensional tolerances, and pressure class of the pipe being joined using the sweep or bend.
2. Fusible PVC sweeps or bends shall be manufactured from the same fusible PVC pipe being used for the installation and shall have at least 2 feet (0.6 m) of straight section on either end of the sweep or bend to allow for fusion of the sweep to the pipe installation. There shall be no gasketed connections utilized with a fusible PVC sweep.
3. Standard fusible PVC sweep or bend angles shall not be greater than 22.5° and shall be used in nominal diameters ranging from 4 inch (101.6 mm) through 16 inch (406.4 mm).

209-8.6.4 Sleeve-Type Coupling.

1. Sleeve-type mechanical couplings shall be manufactured for use with PVC pressure pipe and shall be restrained or unrestrained as indicated on the Plans or as required in the Special Provisions.
2. Sleeve-type couplings shall be rated at the same or greater pressure carrying capacity as the pipe itself.
3. Acceptable sleeve-type mechanical pipe couplings shall be any of those listed on the Water Approved Materials List or approved equal.

209-8.6.5 Expansion and Flexible Coupling.

1. Expansion-type mechanical couplings shall be manufactured for use with PVC pipe and shall be restrained or unrestrained as indicated on the Plans or as required in the Special Provisions.
2. Expansion-type mechanical couplings shall be rated at the same or greater pressure carrying capacity as the pipe itself.

209-8.6.6 Connection Hardware.

1. Bolts and nuts for buried services shall be made of non-corrosive, high-strength, and low-alloy steel having the characteristics specified in ANSI/AWWA C111/A21.11 regardless of any other protective coating.

209-8.7**Handling and Storage.**

1. The pipe shall be handled, stored, and stacked per the manufacturer's and supplier's recommendations, stored at ambient temperatures, and shall be protected from ultraviolet light degradation.
2. Any length of pipe showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the Work. Damaged areas or possible areas of damage may be removed by cutting out and removing the suspected incident fracture area. Limits of the acceptable length of pipe shall be determined by Engineer.
3. Any scratch or gouge greater than 10% of the wall thickness shall be considered significant and shall be rejected unless determined otherwise by Engineer.
4. Pipe shall be handled and supported with the use of woven fiber pipe slings or approved equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch, or otherwise abrade the piping in any way.
5. If pipe is to be stored for periods of 1 year or longer, the pipe shall be shaded or otherwise shielded from direct sunlight. Covering of the pipe that results in temperature build up shall be strictly prohibited. Pipe shall be covered with an opaque material while permitting adequate air circulation above and around the pipe as required to prevent excess heat accumulation.

209-8.7.1**Delivery and Off-Loading.**

1. All pipes shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the Site. Any pipe damaged in shipment shall be replaced as directed by Engineer.
2. Inspect each pipe shipment prior to unloading to see if the load has shifted or otherwise been damaged. Notify the Engineer immediately if more than immaterial damage is found. Check for quantity and proper pipe size, color, and type.
3. Pipe shall be loaded, off-loaded, and otherwise handled in accordance with AWWA M23 and all of the pipe supplier's guidelines.
4. Off-loading devices such as chains, wire ropes, chokers, or other pipe handling implements that may scratch, nick, cut, or gouge the pipe are strictly prohibited.
5. During removal and handling, be sure that the pipe does not strike anything. Significant impact could cause damage, particularly during cold weather.

6. If appropriate unloading of equipment is not available, pipe may be unloaded by removing individual pieces. Care should be taken to ensure that the pipe is not dropped or damaged. Pipe should be carefully lowered and not dropped from trucks.

209-8.7.2 Host Pipe Preparation.

1. The host pipe shall be cleaned in accordance with all applicable standards and guidelines. Unless otherwise specified, all interior pipe surfaces shall be cleaned per AWWA M28. The number of cleaning passes will depend on the method used and what is needed to create a uniform interior host pipe surface that is free of all loose material and sharp edges. Any potentially deleterious areas of the host pipe shall be removed or secured in place, prior to the insertion of fusible polyvinyl chloride (PVC) pipe.
2. Hazardous materials shall be removed and disposed of per all applicable requirements and regulations.

209-8.7.2.1 Video Inspection.

1. The host pipe shall be inspected by video camera after or during the cleaning process in accordance with these specifications.
2. Video camera inspection after host pipe cleaning shall indicate condition of host pipe and the suitability of host pipe for fusible polyvinyl chloride (PVC) pipe insertion.
3. Obstructions such as corporation taps, valves and valve bodies, and collapsed piping shall be remedied prior to pipe insertion.

SECTION 300 – EARTHWORK

300-1.1 General. To the “WHITEBOOK”, items 3 to 5, DELETE in their entirety and SUBSTITUTE with the following:

3. To avoid any direct impacts to raptors and/or any native or migratory birds, clearing, grubbing, or removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15).
4. If removal of habitat in the proposed area of disturbance must occur during the breeding season, a Qualified Biologist or City representative shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction (precon) survey shall be conducted within 10 Working Days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the precon survey to the City Environmental Permitting Support (EPS) for review and approval prior to initiating any construction

activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, and etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided.

5. The report or mitigation plan shall be submitted to the City Environmental Permitting Support (EPS) for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction. If nesting birds are not detected during the precon survey, no further mitigation is required.

300-1.4 Payment. To the "WHITEBOOK", ADD the following:

3. If construction work would occur in the designated sensitive area during the breeding season, as shown on the Plans, the cost for all pre-construction survey Work as specified in Section 300-1.1 and the Final Biological Survey Letter Report shall be included in the Bid item for **"Biological Pre-Construction Survey"**. If the bid item is not used, it shall be subject to Section 7-3.8 Eliminated Items.
4. If nesting birds are detected, payment for all Work associated with producing the approved letter report and/or mitigation plan and implementing its measures (including Biological Noise Monitoring) shall be considered Extra Work.

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.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- 3. The areas and quantities shown in the 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, 10 Inch)"** and **"Excavate and Export (Unscheduled, 10 Inch)"**, **"Asphalt Concrete Base (Scheduled, 5 Inch)"** and **"Asphalt Concrete Base (Unscheduled, 5 Inch)"**, **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"**.
6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** 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.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone, designated as "Type B Overlay" on the Plans, shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item **"Asphalt Concrete Overlay"**, unless separate Bid items have been provided. Thicknesses shall also be as designated on the Plans. The following shall be included in the payment for **"Asphalt Concrete Overlay"**:
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item **"Cold Milling (2 inch - 3 inch)"**.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

302-5.4 Tack Coat. To the "WHITEBOOK", ADD the following:

3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 Payment. To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
 - a. Ramp runs & transition areas (up to 15 ft),
 - b. Landings,
 - c. DWTs,
 - d. Demolition and disposal,
 - e. Forming,
 - f. Relocating or raising items in conflict to grade,
 - g. Protecting and preserving existing survey monuments and improvements,
 - h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for **"Additional Sidewalk"** and **"Additional Curb"**.

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", DELETE in its entirety and SUBSTITUTE with the following:

1. Build the Project in accordance with the water high-lining phasing shown on the Plans. Additionally, see Technical Specifications 01020 and also link below for references for Shutdown Phasing:

<https://drive.google.com/drive/folders/1bi0Qec854TdR4bs5N1v1lvMZw9hYgAZ?usp=sharing>

306-3.3.4 Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for removing, plugging, and abandoning existing water facilities, existing less than 16" water mains, and appurtenances outside the proposed trench limits as shown on the Plans shall be included in the Bid item for "Removal or Abandonment of Existing Water Facilities Outside of the Trench Limits".

To the "WHITEBOOK", ADD the following:

12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

306-15 PAYMENT. To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 General. To the "WHITEBOOK", 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.

306-15.2 Shoring and Bracing. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Bid item for "Engineered Trench Shoring (Launching/Receiving Pits)" shall include full compensation for furnishing, installing, maintaining, and removing all sheeting, shoring, or bracing for any conditions encountered that require shoring at the launching and receiving pits indicated on the plans, including the preparation, signing, and permitting of engineered Shoring Plans in accordance with 5-7.2.2, "Shoring Plan". No additional payment shall be made.

306-15.5 Valves. To the "WHITEBOOK", item 1, ADD the following:

- c) "Water Valve Bypass for Cross Mainline 16 Inch and Larger"

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

5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
6. See **306-1 GENERAL** for permanent resurfacing requirements.

306-15.7 Buried Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 Buried Structures. To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

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

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

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size, including permanent resurfacing requirements (see **306-1 GENERAL** for permanent resurfacing requirements).
 - a) "Insulating Flange Test Station (24 inch)"
 - b) "At-Grade Cathodic Protection Test Station"
 - c) "Standard Potential Magnesium Anode (48D5)"
11. Payment for temporary bulkhead/weld-on dished head shall be included in the cost for the pipeline.

306-16.6 **Payment.** To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) See **306-1 GENERAL** for permanent resurfacing requirements.

306-17.2 **Payment.** To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See **306-1 GENERAL** for permanent resurfacing requirements.

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

314-4.3.7 **Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for the new installations of traffic striping, pavement markings, and pavement markers, as shown on the Striping Plans, shall be included in the following Bid items:
 - a) "Painted Traffic Striping (Detail 39A)"
 - b) "Painted Traffic Striping (Detail 22/29)"
 - c) "Red Curb"

314-4.4.6 **Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the installation of proposed thermoplastic striping as shown on the Striping Plans shall include the payment for the installation of pavement markers and shall be included in the following Bid items:
 - a) "Thermoplastic Traffic Striping (Green Pavement Treatment)"
 - b) "Thermoplastic Traffic Striping (Diagonal Buffer Stripe)"

SECTION 317 – PIPE FUSION

317-1 **PIPE FUSION FOR SEWER MAINS.** To the "WHITEBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San

Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- 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"

317-1.10 Payment. To the "WHITEBOOK", ADD the following:

- 3. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements.

ADD:

317-2.5.1 Annular Space Grouting

- 1. The annular space between the outside of the fusible polyvinylchloride (PVC) pipe and the inside of the existing host pipe shall be filled with a flowable grout in accordance with the contract documents.
- 2. Samples of grout shall be obtained in accordance with ASTM C495. One set of four standard cylinders shall be cast for each batch. Special handling and sampling procedures shall be followed if indicated by the grout manufacturer. The samples must meet the design compressive strength of 300 psi as outlined in the project contract documents. Samples shall be tested in accordance with ASTM C495.
- 3. Grouting of the annular space shall be done in such a manner as to prevent damage or collapse of the fusible polyvinyl chloride (PVC) pipe. Grouting operations shall be properly vented. If the distance between grout points exceeds the Contractor's pumping capability additional grouting points shall be excavated. Grouting shall be limited to no higher than the springline of the existing host pipe at access pits, service connections, and other grouting points.
- 4. The fusible polyvinyl chloride (PVC) pipe shall be filled with water prior to grouting. This shall aid in keeping the pipe from excessive floating or collapsing during grouting and also aid in dissipating the grout's heat of hydration as the grout cures. The water filling can be done in conjunction with the post-installation pressure pipe testing.

317-2.10 Disinfection of the Potable Water Pipe. To the "WHITEBOOK", ADD the following:

3. Chlorine granules shall not be used or be present near pipe ends while the pipe sections are being joined.

317-2.12 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for pipe fusion, trenchless construction, Work shall be included in the linear foot Bid item for "Water Main by Sliplining Existing Casing (Fusible Pressure PVC Pipe 8 Inch, 20 inch casing)".
2. The payment for annular space grouting shall be included in the Lump Sum Bid item for "Cellular Annular Grouting" and shall be full compensation for furnishing and installing the work, complete in place, as specified in Section 209 and 317, and as shown on the Plans. No additional payment shall be made.
3. The payment for water service connections associated with fusible pressure PVC Pipe shall be paid for in accordance with 306-15.8 "Pipeline Appurtenance".
4. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements that will also apply for pipe fusion for water mains.

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 SUBSTITUTUTE 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 J - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 COOPERATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Notify SDG&E at least **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).
2. Notify SDG&E at least **3 Weeks** prior to excavating within 10 feet of SDG&E Gas Lines.

402-8 PAYMENT. To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

404-1 GENERAL. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", or as shown on the Plans.

SECTION 600 – ACCESS

600-1 GENERAL. To the "WHITEBOOK", ADD the following:

12. You shall coordinate with the Silverman Preschool of Tifereth Israel Synagogue to minimize disruption to pick-up and drop-off activities:

Preschool hours are 7:30am to 5:30pm. Most drop-offs occur between 7:30-9:00am and most pick-ups are 4:30-5:30pm. Contact the director below to obtain latest school calendar for coordination.

Pre-school Director Contact: Jen Low, (619) 697-1948, jenl@tissd.org

13. You shall coordinate with the Spring Hills Homeowners Association to minimize disruption to their tenants. See Drawing Sheets C-9, C-10, and C-27 for proposed slip-lining operations and modified driveway construction which will impact parking access to the tenants at the Spring Hills Condominiums.

- a) You shall ensure that steel plate cover requirements per Greenbook and Whitebook Section 5-7.8, "Steel Plate Covers" are implemented to prevent accidental entry into your excavation operations and to allow vehicular access to the tenants during non-working hours.

- b) Tenant Parking will likely be impacted when curing the modified driveway. Upon submittal and acceptance of your construction schedule, you shall coordinate with the "East San Diego Masonic Lodge #561" located at 7861 Tommy Drive and/or the "Tifereth Israel Synagogue" located at 6660 Cowles Mountain Blvd to obtain temporary parking for tenants. You shall be responsible for all work required to obtain temporary parking while access impacts occur. Coordination with the RE and Project Manager will be required prior to and during this process. The number of temporary parking spaces will be coordinated at that time of initiation.

- i. Contact for East San Diego Masonic Lodge #561:

Becky Cisneros

ESD Building Manager

(619) 321-8211

esdbldmgr@gmail.com

ii. Contact for Tifereth Israel Synagogue:

Jerry Hermes

Executive Director

(619) 697-6001, extension: 106

jerryh@tissd.org

c) You shall ensure to follow the community outreach requirements in Whitebook Section 5-10.2.1, item 7, for public notices 15 Working Days prior to your Work at this location. The notice shall be reviewed and approved by the RE and shall include estimated dates and durations of impact during those dates and shall also include a Contractor Point of Contact number and email address. Additionally, the notice shall include the contractor-procured parking alternatives as required by sub-item "b" of this specification.

d) In addition to the requirements of Section 5-10.2.1, you shall also provide notice to the Spring Hills Condominium contact 1 month prior to disrupting access. The notice shall be reviewed and approved by the RE and shall include estimated dates and durations of impact during those dates and shall also include a Contractor Point of Contact number and email address. The notice shall include the contractor-procured parking alternatives as required by sub-item "b" of this specification.

Contact for Spring Hills Condominium:

i. Ron Ficalora

Community Manager

(619) 589-6222, extension: 111

ron@helmmanagement.com

600-5

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

3. The payment for coordination with the Silverman Preschool of Tifereth Israel Synagogue shall be included in the Contract Price.
4. The payment for coordination with the Spring Hills Homeowners Association and its representatives shall be included in the Contract Price. This includes any compensation for all outreach and notice requirements as stipulated in Section 600-1 within these Contract Documents.
5. The payment for any and all Work associated with the coordination with the "East San Diego Masonic Lodge #561" and the "Tifereth Israel Synagogue" shall be included in the Contract Price. No additional payment shall be made.
6. The payment to either the "East San Diego Masonic Lodge #561" and/or the "Tifereth Israel Synagogue" to procure temporary parking during the access disruption to the Spring Hills Condominiums shall be paid through the allowance Bid item for **"Temporary Parking Allowance (EOC Type I)"**. No

other Work shall be charged to this Bid item except from the requirements stipulated by the "East San Diego Masonic Lodge #561" and/or the "Tifereth Israel Synagogue" to obtain temporary parking for Spring Hills Condominiums tenants. All other Work and coordination associated with obtaining and procuring the temporary parking shall be included in the Contract Price.

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

802-2.1 Project Biologist. To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. If construction work would occur in the designated sensitive area during the breeding season, you shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist. See Section 300-1.1, "General" and 300-1.4, "Payment".

SECTION 901 – INSTALLATION AND CONNECTION

901-1.1.2.3 High-lining Removed by the Contractor. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following

2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

901-2.4 Pavement Restoration. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

901-2.5 **Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:

g) Pavement Restoration including influence area.

3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for **"Pavement Restoration for Final Connection"**. Asphalt overlay Work shall be paid for under separate Bid items.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the "WHITEBOOK", ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

TECHNICALS

San Carlos Interconnect and Transmission Pipeline

Supplemental Technical Specifications

Final Design Submittal

Prepared by:

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SECTION 01020 CONSTRUCTION SEQUENCE AND PIPELINE SHUTDOWNS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section describes the construction sequence and pipeline shutdowns required for flow isolation.
- B. During periods when a pipeline is shut down, the City of San Diego may be unable to deliver water to residents in the Community of San Carlos. Water deliveries can only be resumed following completion of the work required during each shutdown. It is essential that the Contractor schedule its operations and perform the necessary work before the start of each shutdown so the work required to complete connections and modifications to existing pipelines and other facilities is performed within the time allotted for each shutdown.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Whitebook Section 6 Prosecution and Progress of the Work

1.03 SUBMITTALS

- A. Prepare and submit a detailed shutdown and connection plan and schedule within 28 Days of receipt of the Notice to Proceed. Describe the work to be accomplished during the scheduled shutdown, the work to be accomplished to make connections necessary to return pipelines to service, and the work to be performed after the scheduled shutdown. The schedule shall include all labor, equipment, materials and spare parts required for each shift. Identify areas of concern that may cause delays in completing the work, and provide possible solutions to minimize delays. Obtain written approval from the Engineer of the shutdown plan and schedule at least 30 Days before the start of the pipeline shutdowns.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 PIPELINE SHUTDOWNS

- A. The City of San Diego (City) has scheduled pipeline shutdowns to isolate the water flow as detailed in the construction sequence below. The City may revise scheduled shutdown dates to meet the area's water demands during an emergency or unplanned event.
- B. The shutdown durations identified herein include 3 hours for the City to dewater the pipeline at the start of the shutdown, and 3 hours for the City to fill adjacent pipelines at the end of the shutdown. Complete all work after the pipeline has been dewatered and before the specified City Forces fill duration. For purposes of shutdown scheduling, the day will begin at 7:00 a.m. and end at 7:00 a.m. the following day. The City will dewater the pipeline with the exception of localized water catchments no greater than 12 inches deep. Unless the City provides advanced, written authorization, the Contractor shall not have access to the City's pipeline or structures until the dewatering operation is complete. Complete all work required within the shutdown durations to allow pipeline operations to resume.
- C. Coordinate dewatering and filling operations with the Engineer and the City's Public Utilities Department. After the pipeline dewatering operation is complete, the Contractor shall remove all piping, valves, and appurtenances necessary to complete the work. The Contractor shall install all new piping, valves, and appurtenances in accordance with the contract drawings, to allow the pipeline to be put back into operation.
- D. Adhere to the detailed shutdown schedule after it is submitted and accepted in writing by the Engineer. Revisions to the Contractor's detailed shutdown schedule shall not be permitted without written approval

from the Engineer and shall be submitted at least 30 Days before the start of the first shutdown. The Engineer may revise the start of the scheduled shutdown upon seven Days written notice to the Contractor without consequence. Any revision to the schedule by the Engineer will be to meet water delivery demands of the City.

- E. Verify that all materials and spare parts are delivered and inventoried on-site a minimum of 14 Days before the start of the scheduled shutdown. Perform inventory of materials and spare parts in the presence of the Engineer.
- F. Once the work on a shutdown has begun, continue to work to enable the existing pipeline to be placed back in service as scheduled.
- G. If the Engineer deems any schedule to be inadequate to secure the completion of work in the time submitted, the Engineer may require the Contractor to correct and resubmit schedules, change the order of prosecution of work, or mobilize additional staff, equipment or materials to ensure proper and timely execution.
- H. Provide written notification to the Engineer when work is complete for each shutdown phase.

3.02 CONSTRUCTION SEQUENCE

- A. In accordance with Whitebook Section 6 – Prosecution and Progress of the Work, include the project milestones, sequence of work, and coordination requirements outlined in this section.
- B. Construction of the project shall follow the general sequence of work described in this section and in accordance with the Contract Drawings and other Contract Documents:

Phase 1 - Construct New 930 HGL Piping

Eagle Ridge PS Shut Down

6-Hr Shutdown for Eagle Ridge Pressure Zone & 7757 Tommy St.

Drawing C-3 through C-6, Cowles Mountain Boulevard; Drawing C-7 Tommy Street, Drawing C-9, Tommy Drive, Drawing C-10, Tommy Street; Drawing C-11, Tommy Drive; and Drawing C-12, Boulder Lake Avenue.

Contractor

Install new 16" insertion GV on existing 16-inch (849) AC Pipe at Sta 3+50 (Dwg C-2)

Install new 20" insertion GV on existing 20-inch (849) AC Pipe at Sta 4+14 (Dwg C-2)

Install new 8" insertion GV on existing 8-inch (849) AC pipe at Sta 11+20 (Dwg C-9)

City Forces

Close valves to isolate work area:

- 10-inch gate valve at west end of Wing Flight Ct. (Inlet piping for Eagle Ridge PS)
- 24-inch BFD in Tommy Street, Dwg C-7, Sta 3+50, (Gate Book N14S, Detail D, valve 101). The valve(s) shall remain closed until the existing 24-inch SCRC pipe is removed.
- 16-inch butterfly valve in easement near the west end of Tommy Drive (16-inch outlet on 24-inch SCRC)
- 10-inch gate valve at north side of the 20" x 10" tee in Tommy Drive
- new 16" insertion GV on existing 16-inch (849) AC Pipe at Sta 3+50 (Dwg C-2)
- new 20" insertion GV on existing 20-inch (849) AC Pipe at Sta 4+14 (Dwg C-2)
- new 8" insertion GV on existing 8-inch (849) AC pipe at Sta 11+20 (Dwg C-9)

Contractor

Install new 20" cut-in GV on existing 20-inch (849) SCRC Pipe at Sta 6+81 (Dwg C-9)

City Forces

Open valves used to isolate the work area around Sta 6+81, Dwg C-9 above.

Contractor

Install new 16-inch (930) PVC pipe from Sta 3+00 in Tommy St. to Sta 33+56.72 in Cowles Mtn. Blvd. Prior to installation of the 16-inch PVC pipe in Tommy Drive from Sta 2+25 to Sta 4+55 the adjacent 20-inch & 24" SCRC pipe will need to be de-pressurized by City Forces.

City Forces

Close valves to de-pressurize the 20-inch & 24" SCRC pipe in Tommy Drive between Tommy Street and Cowles Mtn. Blvd.

- new 16" insertion GV on existing 16-inch (849) AC Pipe at Sta 3+50 (Dwg C-2)
- new 20" insertion GV on existing 20-inch (849) AC Pipe at Sta 4+14 (Dwg C-2)
- new 8" insertion GV on existing 8-inch (849) AC pipe at Sta 11+20 (Dwg C-9)
- new 20" cut-in GV on existing 20-inch (849) SCRC Pipe at Sta 6+81 (Dwg C-9)
- De-pressurize the main using the fire hydrant at the southwest corner of Tommy Dr. and Cowles Mtn. Blvd.

After trench is backfilled from Sta 2+25 to 4+55, open the four valves in Tommy Drive used in the prior step.

Contractor

Install new 8-inch (930) PVC pipe in Boulder Lake Avenue from Cowles Mtn. Blvd. to Barker Way.

Contractor

Drawing C-10, Tommy Street

STA 1+20 to STA 2+70 Install 8-inch PVC pipe.

Install highlining materials for 7828 and 7838 Tommy Street.

STA 3+56 Construct new 2" service and pressure regulator for 7757 Tommy Street.

Phase 1A – Isolate 12-inch piping in Coleshill Drive. Construct New 930 HGL Piping and Tee at Coleshill Drive. Connect highline services at 7828 and 7838 Tommy Street.

Drawings C-6, Cowles Mountain Boulevard @ Coleshill Drive, Drawing C-10, Tommy Street, Drawing C-12, Boulder Lake Avenue

City Forces

Drawing C-6, Coleshill Drive

STA 33+66.72 Left and Right - Close valves in Coleshill Drive to isolate existing 12-inch AC (930) piping. Close valve at the intersection of Coleshill Drive and Barker Way.

STA 33+66.72 Cut and plug existing 12-inch AC (930) pipe, 50 feet (left), 20 feet (right). STA 33+56.72 to STA

Contractor

Drawing C-6, Coleshill Drive

33+66.72 Install new 16-inch tee with 16"x12" reducers, 12" valves and appurtenances.

STA 33+66.72 Install new 12-inch PVC (930) pipe in Coleshill Drive, (50 feet left, 15 feet right).

City Forces

Drawing C-12, Boulder Lake Avenue

STA 1+00, 12 feet Left, Cut and plug existing 12" AC pipe

After cut and plugs are complete in Barker Way and Coleshill Drive, open valves in the intersection of Barker Way and Coleshill Dr.

Contractor

Drawing C-10, Tommy Street

Connect highline services at 7828 and 7838 Tommy Street.

Phase 2 – Shutdown to Energize New 930 HGL Piping

Eagle Ridge PS Shut Down

10-Hr Shutdown for Eagle Ridge Pressure Zone

Drawing C-3 through C-6, Cowles Mountain Boulevard; Drawing C-10, Tommy Street; Drawing C-11, Tommy Drive; Drawing C-12, Boulder Lake Avenue; and Drawing C-20, Wing Flight Ct.

City Forces

Drawing C-20, Wing Flight Ct.

Close 10" AC valve in Wing Flight Ct. to isolate Eagle Ridge Pump Station.

Drawing C-10, Tommy Street

STA 1+00, 50 Ft back and 2+79.66, Close 10-inch valves in Tommy Street.

STA 1+00, 5 feet left, cut and plug 10-inch AC (930) pipe.

Drawing C-6, Coleshill Drive, Drawing C-12, Boulder Lake Avenue

Close 12-inch gate valve in the intersection of Cowles Mountain Blvd. and Coleshill Dr.

Close valves in the intersection of Barker Way and Coleshill Dr.

Contractor

Drawing C-10, Tommy Street

STA 1+00, Cut existing 10" AC (930) pipe.

STA 1+00 to 1+10.22, Connect 8-inch PVC (930) pipe to existing 10-inch AC (930) pipe with 10-inch x 8-inch reducer and two 22.5 degree bends.

STA 2+79.66 Install 16-inch Tee

16-inch x 8-inch reducer (back)

8-inch gate valve (back)

16-inch butterfly valve (ahead)

16-inch, 11.25 Degree bend (ahead)

16-inch butterfly valve (right)

16-inch x 10-inch reducer (right)

Connect to 10-inch AC pipe, 25 feet (right)

Drawing C-6, Coleshill Drive

STA 33+66.72 Connect to existing 12-inch AC (930) pipe, 50 feet (left), 20 feet (right).

Drawing C-12, Boulder Lake Avenue

Connect new 8-inch PVC (930) pipe in Boulder Lake Ave. to existing 12" AC (930) pipe in Barker Way.

After all new 8-inch and 16-inch PVC (930) has been connected:

Drawing C-10, Tommy Street

Contractor

Transfer water services (930) to 7828 and 7838 Tommy Street.

STA 3+55 Transfer water service (930) to 7757 Tommy St. with regulator per Dwg. C-13

City Forces

STA 1+00, 50 Ft back, Open 10-inch Gate Valve.

STA 2+79.66 Open all valves on 16-inch Tee

City Forces

Drawing C-6, Coleshill Drive

STA 33+66.72 Open new 16-inch (930) butterfly valve (back) and new 12-inch gate valves (left and right) to energize new tee.

Drawing C-6, Coleshill Drive, Drawing C-12, Boulder Lake Avenue

Open valves in the intersection of Barker Way and Coleshill Dr.

Open valves in Wing Flight Ct. used to isolate Eagle Ridge Pump Station.

City Forces

Drawing C-10, Tommy Street, Drawing C-11, Tommy Drive

Close existing 10-inch gate valve in intersection, adjacent to 24-inch RCSC.

STA 5+95.54, 23 Ft left, cut and plug existing 10-inch AC.

City Forces

Drawing C-12, Boulder Lake Ave

STA 1+00, Open 8-inch and 12-inch gate valves

STA 3+90, Open 8-inch gate valve

**Phase 3 - Highline Water Services (849) in Cowles Mountain Blvd.
Eagle Ridge Pump Station in Service**

Drawing C-2, Cowles Mtn. Blvd.

City Forces – Ahead of Contractor

STA 1+00 Close 16-inch butterfly valve (back)

STA 1+00 Cut and plug existing 16-inch PVC pipe (849)

Close new 16" insertion GV on existing 16-inch (849) AC Pipe at Sta 3+50 (Dwg C-2)

Contractor

Highline all water services along Cowles Mtn. Blvd. between Navajo Rd. and Tommy Drive from STA 1+00 to STA 3+58.

**Phase 4 - Construct new 16-inch PVC (849) in Navajo Rd. and Cowles Mtn. Blvd.
Eagle Ridge Pump Station in Service**

Drawing C-1, Navajo Rd.

City Forces

STA 1+50 Close existing 10-inch valve on east side of tee.

STA 9+62 Close existing 16-inch valve on west side of tee (ahead).

STA 1+94.35 Cut and plug existing 10-inch AC pipe.

STA 9+62 Cut and plug existing 16-inch PVC pipe.

Contractor

STA 1+94.35 to STA 9+62 Install new 16-inch PVC pipe (849)

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CONSTRUCTION SEQUENCE AND PIPELINE SHUTDOWNS
01020-5

STA 2+37 and STA 6+70 Install 6-inch new fire hydrant assembly.
STA 7+28 Install new 2 inch water service.

Drawing, C-2, Cowles Mtn. Blvd.

STA 1+00 to 3+58 Install new 16-inch PVC pipe and new water services. Install temporary end cap and thrust restraint at STA 3+48 (To be removed during Phase 7).

Phase 5 - Energize New 849 HGL Piping in Navajo Road & Cowles Mtn. Blvd. Eagle Ridge Pressure Zone fed by Climax PS and Navajo PS

Drawing C-1, Navajo Road

Contractor

STA 1+94 Connect new 16-inch PVC (849) pipe to existing 10-inch AC (849) pipe with 16-inch x 10-inch reducer and 16-inch, 45 degree bend.

STA 2+05 Cut and plug existing 10-inch AC (849) pipe for abandonment.

STA 7+28 Connect new water service on south side of street.

STA 9+48, 10 feet (left), Cut and plug existing 10-inch AC (849) pipe for abandonment.

STA 9+62 Connect new 16-inch PVC (849) pipe to existing 16-inch PVC pipe with 16 inch 45 degree bend.

City Forces

STA 1+50 Open existing 10-inch valve on east side of tee.

STA 10+50 Open existing 16-inch valve on west side of tee.

Drawing C-2, Cowles Mtn. Blvd.

Contractor

STA 1+00 Connect new 16-inch PVC (849) pipe to existing 16-inch PVC (849) pipe.

STA 1+00 to 3+58 Connect new water services on both sides of the street.

City Forces

STA 1+00 Open 16-inch butterfly valve (back)

Phase 6 – Highlining for Spring Hill Condos and Masonic Lodge Eagle Ridge Pump Station in Service

Drawings C-7 Tommy Street, C-8 Multi-Family Access, C-9 Tommy Drive, C-14 Civil Details

Contractor

Highline services serving Spring Hill Condos, two 2-inch domestic meters and two 2-inch irrigation meters.

Highline services serving the East San Diego Masonic Lodge, two 2-inch domestic meters.

Phase 7 – Isolate 849 HGL Piping for New 24” Steel Pipe and Spring Hill Piping 8-Hr Shutdown for Eagle Ridge Pump Station Eagle Ridge Pressure Zone fed by Climax PS and Navajo PS Partial Shutdown for San Carlos Village Apartments

Drawing C-2 Cowles Mtn. Blvd., C-7 Tommy Street, C-8 Tommy Drive easement (Multi-Family Access), C-9 Tommy Drive, C-20 Wing Flight Ct.

City Forces

Close valves to isolate work area:

- 8-inch gate valve between Tommy Street and the west end of Whelan Drive (San Carlos Village Apartments)
- 10-inch gate valve at west end of Wing Flight Ct. (Inlet piping for Eagle Ridge PS)
- 16-inch butterfly valve in easement near the west end of Tommy Drive (16-inch outlet on 24-inch SCRC)
- new 16" insertion GV on existing 16-inch (849) AC Pipe at Sta 3+50 (Dwg C-2)
- new 20" insertion GV on existing 20-inch (849) AC Pipe at Sta 4+14 (Dwg C-2)
- new 8" insertion GV on existing 8-inch (849) AC pipe at Sta 11+20 (Dwg C-9)

City Forces

Drawing C-9, Tommy Drive

Drain water in existing 24-inch SCRC and 20-inch SCRC from San Carlos Reservoir to Cowles Mtn. Blvd.

STA 10+41.74

Cut and plug 8-inch AC (849) pipe, 20 feet (ahead).

Drawing C-7, Tommy Street

STA 3+06 Cut and plug existing 8-inch (849) pipe, 15 feet (left), 15 feet (right).

Contractor

Drawing C-20, Wing Flight Ct.

Cut and plug 24-inch SCRC (849) pipe on north side of cul-de-sac. Weld on steel bulkhead.

Drawing C-8, Tommy Drive easement (Multi-Family Access)

STA 1+22 Cut existing 20" SCRC. Weld on butt strap connection with 20-inch steel pipe, flange and temporary blind flange.

Contractor

Drawing C-9, Tommy Drive

STA 10+41.74

Install new 16-inch cross (849)

Install 16-inch butterfly valve (back)

Close 16-inch butterfly valve (back)

Install 16-inch x 24-inch reducer (back) with blind temporary flange

Install 16-inch x 8-inch reducer (ahead)

Install 8-inch gate valve (ahead), Install 10 feet 8-inch PVC (849) pipe (ahead)

Close 8-inch gate valve (ahead)

Install 16-inch butterfly valve (left), 10 feet 16-inch PVC (849) pipe (left)

Close 16-inch butterfly valve (left)

Install 16-inch butterfly valve (right),

Close 16-inch butterfly valve (right)

Contractor

STA 10+41.74

Connect 8-inch PVC (849) pipe (ahead) to 8-inch AC (849) pipe (ahead) with 8-inch flexible harness coupling.

Connect 16-inch PVC (849) pipe (left) to 20-inch AC (849) pipe (left) with 16-inch x 20-inch reducer and 20-inch flexible harness coupling.

Drawing C-2, Cowles Mtn. Blvd.

City Forces

STA 1+00 Close 16-inch butterfly valve (back).

Drawing C-9, Tommy Drive

Contractor

STA 10+41.74

Remove 16" insertion GV and temporary end cap from 16" pipe (right) (Identical point, Dwg C-2, Sta 3+48 and Sta 3+50)

Connect 16-inch cross and butterfly valve (right) to 16" PVC (849) pipe (right) with 16" pipe and 16-inch flexible harness coupling

After 16" cross has been backfilled.

Drawing C-2, Cowles Mtn. Blvd.

City Forces

STA 1+00 Open 16-inch butterfly valve (back)

STA 4+14 Open 20-inch insertion gate valve

City Forces

Drawing C-8, Tommy Drive easement (Multi-Family Access)

STA 1+00 Open 16-inch butterfly valve (right)

Drawing C-9, Tommy Drive

STA 10+41.74

Open 16-inch butterfly valves (left, right)

STA 11+20

Open 8-inch gate valve

Drawing C-20

Open 10-inch gate valve at west end of Wing Flight Ct. (Inlet piping for Eagle Ridge PS)

**Phase 8 – Install New 24" Steel Pipe (849) in Tommy Street and Tommy Drive
Eagle Ridge Pump Station in Service**

Contractor

Drawing C-7, Tommy Street

STA 1+00 to STA 9+25 Install new 24-inch steel (849) pipe.

Prior to installation of the 24-inch steel pipe in Tommy Drive from Sta 7+50 to Sta 9+80 the adjacent 16" PVC pipe will need to be de-pressurized by City Forces.

City Forces

Close valves to de-pressurize the 16" PVC (930) pipe in Tommy Drive between Tommy Street and Cowles Mtn, Blvd.:

Drawing C-3 – Close 16" Butterfly Valve at Sta 2+38

Drawing C-10 – Close 16" Butterfly Valve at Sta 5+81

Drawing C-7

After trench is backfilled from Sta 7+50 to 9+80, open the two 16" valves used to de-pressurize the 16" PVC (930) pipe.

Contractor

Drawing C-7, Tommy Street

STA 1+00 Weld dished head onto new 24-inch steel pipe. Install manual air release per SDW-158.

Drawing C-8, Tommy Drive easement (Multi-Family Access), Drawing C-9, Tommy Drive, Drawing C-13 and C-14 Civil Details

STA 1+22 to Sta 5+92 Install 8-inch PVC (849) pipe, 6-inch fire hydrant assembly, and 8-inch x 4-inch tee.
STA 5+92 to STA 10+25 Install 24-inch steel (849) pipe and appurtenances.
STA 5+71 to STA 6+50 Install 8-inch PVC (849) pipe, tees, valves, 4-inch manifolds, water services, and appurtenances.

Phase 9 – Shutdown for Final 849 Zone Connections in Spring Hill Condos, Tommy Street, and Tommy Drive

8-Hr Shutdown for Eagle Ridge Pump Station

Eagle Ridge Pressure Zone fed by Climax PS and Navajo PS

8-Hr Shutdown for Spring Hill Condos, San Carlos Village Apartments & Masonic Lodge

City Forces

Drawing C-8, Tommy Drive easement (Multi-Family Access)

STA 1+00 Close 16-inch butterfly valve (right)

Drawing C-20

Close 10-inch gate valve at west end of Wing Flight Ct. (Inlet piping for Eagle Ridge PS)

Contractor

Drawing C-7, Tommy Street

STA 3+06 Connect new 24-inch x 8-inch tee to existing 8-inch AC (849) pipe, 15 feet (left)

Contractor

Drawing C-8, Tommy Drive easement (Multi-Family Access), Drawing C-13 Civil Details

STA 1+22 TO 1+ 42 Remove 20-inch blind flange. Install, 20-inch x 8-inch steel reducer, and 8-inch gate valve per detail on Drawing C-13, Civil Details.

STA 1+42 Connect 8-inch steel (849) pipe to 8-inch PVC (849) pipe with 8-inch flexible harness coupling.

Drawing C-9, Tommy Drive

STA 10+41 (back) Remove 24-inch blind flange, install 24-inch steel (849) pipe with flange and plain end to within 4 inches of previously installed 24-inch steel pipe. Connect 24-inch pipe with butt strap connection per SDW-175.

Drawing C-8, Tommy Drive easement (Multi-Family Access), Drawing C-9, Tommy Drive

Drawing C-13 Civil Details

STA 2+00 TO 6+50

Transfer all 2-inch water services at Spring Hill Condos and East San Diego Masonic Lodge.

Remove highline materials.

City Forces

Open the valves used to isolate the system.

- 8-inch gate valve on 8-inch AC pipe between Tommy Street and the west end of Whelan Drive.
- 10-inch gate valve at west end of Wing Flight Ct.
- 16-inch butterfly valve in easement near the west end of Tommy Drive.
- 8-inch gate valve, Drawing C-9, STA 11+20 in Tommy Drive.

Drawing C-9, Tommy Drive

STA 10+41 Open all valves on 16-inch cross.

Phase 10 – Pipe Abandonment

Contractor

Drawing C-1, Navajo Rd.

STA 2+14 to STA 9+48 Abandon existing 10-inch AC pipe (left)

Drawing C-2, Cowles Mtn. Blvd.

STA 1+00 to STA 3+59 Abandon existing 16-inch AC pipe (left)

Drawing C-7, Tommy Street

STA 3+70 to STA 3+85 Abandon existing 10-inch AC pipe (right)

Drawing C-20, Easement between Tommy Street and Wing Flight Ct.

STA 1+00 to STA 3+50 Abandon existing 24-inch SCRC pipe.

C. The remainder of the Work shall be completed in accordance with the Contract Documents including, but not limited to the following general sequence of work:

1. Installation of cathodic protection test stations;
2. Return all work areas to pre-construction grades;
3. Restore roadways, curbs, gutters sidewalk and driveways;
4. Restore all areas disturbed by construction; and
5. Clean up site and demobilize.

END OF SECTION

SECTION 15053 - STEEL PIPE

PART 1 - GENERAL

1.01 SUMMARY

- A. This section describes materials and fabrication of welded steel pipe, with fittings and pipe specials, in accordance with AWWA C200, as modified herein. The steel pipe shall be cement mortar lined, tape wrapped and mortar coated pipe with a steel thickness of 3/8-inch and an internal diameter of 24-inches, unless otherwise shown on the drawings. All other pipelines will be in accordance with applicable sections of the Greenbook and Whitebook.

1.02 REFERENCES

- A. American National Standards Institute

B16.1 Cast Iron Pipe Flanges and Flanged Fittings

B16.5 Pipe Flanges and Flanged Fittings

B36.10 Welded and Seamless Wrought Steel Pipe

- B. American Society for Testing and Materials

A36 Standard Specification for Carbon Structural Steel

A53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

A105 Standard Specification for Carbon Steel Forgings for Piping Applications

A106 Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service

A181 Standard Specification for Carbon Steel Forgings, for General-Purpose Piping

A193 Standard Specification for Alloy Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications

A194 Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both

A216 Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service

A234 Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service

A283 Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates

A370 Standard Test Methods and Definitions for Mechanical Testing of Steel Products

A516 Standard Specification for Pressure Vessel Plates, Carbon Steel, for Moderate- and Lower-Temperature Service

A572 Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel

- A1011 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
- A1018 Standard Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Hot-Rolled, Carbon, Commercial, Drawing, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
- E94 Standard Guide for Radiographic Examination
- E165 Standard Practice for Liquid Penetrant Examination for General Industry
- E709 Standard Guide for Magnetic Particle Testing
- E1032 Standard Test Method for Radiographic Examination of Weldments
- C. American Society of Mechanical Engineers
 - Boiler and Pressure Vessel Code, Section VIII, Pressure Vessels
 - B16.47 Large Diameter Steel Flanges
- D. American Water Works Association
 - C200 Steel Water Pipe Six Inch and Larger
 - C205 Cement – Mortar Protective Lining and Coating for Steel Water Pipe 4-in and Larger – Shop Applied
 - C207 Steel Pipe Flanges for Waterworks Service-Sizes Four Inch through 144 inches
 - C208 Dimensions for Fabricated Steel Water Pipe Fittings
 - C209 Tape Coatings for Steel Water Pipe and Fittings
 - C210 Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings
 - C214 Machine-Applied Polyolefin Tape Coatings for Steel Water Pipe
 - C222 Polyurethane Coatings and Linings for Steel Water Pipe and Fittings
 - C651 Disinfecting Water Mains
 - M11 Steel Water Pipe: A Guide for Design and Installation
- E. American Welding Society
 - AWS D1.1 Structural Welding Code
- F. International Organization for Standardization
 - ISO 9001 Quality Management System
- G. American Society for Nondestructive Testing
 - CP 105 Qualifications of Nondestructive Testing Personnel

1.03 DEFINITIONS

- A. Special: Any piece of pipe other than a normal full length of straight section pipe. This includes elbows, manhole sections, short pieces, reducers, adapter sections with special ends, and sections with outlets.
- B. Confirmation Point: A step in the fabrication process that requires quality control inspection by the Contractor. After initial review for conformance with the Contract Documents, confirm conformance daily.
- C. Field top: The point on the pipe circumference to be laid uppermost.
- D. Hold Point: A step in the fabrication process that requires inspection. The Engineer's inspection requires 48-hour advance notification. The fabrication process cannot continue without approval from the Engineer or Contractor's inspector as identified herein.
- E. Witness Point: A step in the fabrication process that requires quality assurance inspection by the Engineer. This inspection requires 48-hour advance notification. The fabrication process may continue without approval from the Engineer.
- F. Pipe: Unless otherwise noted, the term pipe refers to pipe cylinders, straight pipe, specials, and fittings including the coating and lining in all states throughout the fabrication process.
- G. Weld defect repair length: Total weld repair length identified through visual, radiographic, ultrasonic, liquid penetrant, and magnetic particle testing.
- H. Weld defect: Any interruption in the weld continuity that exceeds the acceptable tolerances of the governing code or as stated in the Contract Documents.

1.04 SUBMITTALS

- A. Manufacturer's Qualifications.
- B. Pipe Fabrication Plan.
- C. Quality Control.
- D. Shop Drawings.
- E. Welding Documentation.
- F. Pipe Documentation.

1.05 MANUFACTURER'S QUALIFICATIONS

- A. Manufacturers who have not had their qualifications accepted by the City of San Diego within the last three years are required to submit the information contained herein with the Bid or as required by the Engineer. The Manufacturer shall represent and guarantee the truthfulness and accuracy thereof.
- B. Experience information demonstrating the following qualifications:

1. Continuous experience in the manufacture of completed lined and coated welded steel pipe, sized 24 inches in diameter or larger, for domestic water service.
2. Experience in design and fabrication of 24 inch diameter and larger welded steel pipe fittings and pipe specials in accordance with the requirements of the Contract Documents.
3. Experience of the pipe manufacturer, or a specialty coating subcontractor under the direct supervision of the same pipe manufacturer, in the application of the coating systems specified in the Contract Documents.
4. Experience of the pipe manufacturer, or specialty lining subcontractor under the direct supervision of the same pipe manufacturer, in the application of the lining system specified in the Contract Documents.
5. ISO 9001 Certification

C. Experience information shall include the following and be organized and labeled as specified below:

1. Written statement from the pipe manufacturer showing the number of years of continuous fabricating experience of welded steel pipe for domestic water service, sized 24 inch diameter or larger and their ISO 9001 Certification. Label this item as Attachment A.
2. A list of projects completed or in current fabrication within the past six years, sized 24 inches or larger, minimum 0.375 inch plate thickness, and minimum project size of 500 tons of steel. Label this item as Attachment B. List shall include the following minimum information for each project:
 - a. Project Name
 - b. Project Owner
 - c. Year completed
 - d. Owner's current contact information – Contact Name, Address, Telephone Number, Fax Number, Email Address
 - e. Project Size – Pipe diameter, plate thickness, pipe length or tons of steel
 - f. Type of service
 - g. Type of lining
 - h. Lining manufacturer name and contact information if subcontracted
 - i. Type of coating
 - j. Coating manufacturer name and contact information if subcontracted
3. Copies of owner-approved shop drawing submittals for each of the three projects listed. Label this item as Attachment C. Shop drawing submittals shall include the following minimum information:
 - a. Fabrication details for straight run welded steel pipe and steel pipe fittings and specials
 - b. Pipe coating system application details
 - c. Pipe lining system application details
4. Written statement from the pipe manufacturer showing that the pipe manufacturer or proposed plant-applied specialty lining subcontractor under the direct supervision of the pipe manufacturer, has certified experience in the application of the lining system specified in the Contract Documents on steel pipe sized 24 inches in diameter or larger. Label this item as Attachment D.

5. For cement mortar lining, a list of three projects completed or in fabrication within the past six years, sized 24 inches in diameter or larger with a cement mortar lining. Label this item as Attachment E. List shall include the following minimum information for each project:
 - a. Project Name
 - b. Project Owner
 - c. Year completed
 - d. Owner's current contact information – Contact Name, Address, Telephone Number, Fax Number, Email Address
 6. A draft pipe fabrication plan that details the steel pipe fabrication process for the project. The draft steel pipe fabrication plan shall address the various phases of manufacturing lined and coated welded steel pipe. Label this item as Attachment F. Submit the following minimum information:
 - a. Pipe manufacturer process
 - b. Coating system process
 - c. Lining system process
 - d. Methods for handling pipe for each process
 - e. Sources of materials
 - f. Fabrication schedule
 - g. Delivery schedule
 - h. Shipping and transportation methods from the manufacturer's plant site to job site
 7. A copy of a Quality Control Manual for the most recent project listed in Part 1.05, Paragraph C, Item 2 herein. Label this item as Attachment G.
- D. Provide separate manufacturer's qualifications for each pipe manufacturer and each manufacturer's location identified to supply materials. Identify the size, type of material, station limits, and quantity of the materials to be provided by each manufacturer. Provide all requirements listed herein manufacturer identified to supply materials.
- 1.06 PIPE FABRICATION PLAN**
- A. Within 30 Days following the Notice to Proceed and before the submittal of any shop drawings submit a Pipe Fabrication Plan for each fabrication location. Failure to submit, implement, and adhere to the submitted Pipe Fabrication Plan will be reason to reject delivery of steel pipe. Do not manufacture any pipe until the Pipe Fabrication Plan has been accepted by the Engineer.
 - B. Develop and implement a Pipe Fabrication Plan that describes the steel pipe fabrication process covering all phases of fabrication complete through delivery of pipe. The Pipe Fabrication Plan shall include the following:
 1. Current and anticipated workload of the fabrication plant including the workload of subcontractors and other fabrication locations. State how other work will affect the fabrication schedule for this Contract.
 2. Quality control staffing plan. Include schedules for all shifts and identify supervisors for all shifts.
 3. Shop drawing submittal process and drawing revision updates.
 4. Sources of materials.

5. Schedule of material delivery to the plant.
6. Fabrication schedule for all fabrication locations.
7. Material handling and storage procedures for all fabrication locations.
8. Procedure for cutting and preparing edges of plate and coil for welding.
9. Pipe fabrication process.
10. Coating and lining procedures including material handling procedures.
11. Curing methods for linings and coatings.
12. Pipe, weld, coating, and lining repair methods including identifying limits of repairs and documenting the repair process. Documentation for weld repairs shall include the maximum allowable weld defects, in inches.
13. Bracing Plan including during storage and transportation.
14. Shipping and transportation methods for all fabrication locations.
15. Storage and handling of pipe for all fabrication locations and at the job site. Address issues resulting from exposure to the elements.

C. Provide a notice of fabrication 30 Days before the start of any shop fabrication for each fabrication location.

1.07 QUALITY CONTROL

- A. Implement a Quality Control Program that, through testing, inspections, and documentation, ensures all phases of the fabrication process are in accordance with the Contract Documents. The program shall encompass all subcontractors and fabrication locations.
- B. Within 30 Days following the Notice to Proceed and before the submittal of any shop drawings submit a Quality Control Manual for each fabrication location. Failure to submit, implement, and adhere to the submitted Quality Control Manual will be reason to reject delivery of steel pipe. Do not manufacture any pipe until the Quality Control Manual has been accepted by the Engineer.
- C. Develop and implement a Quality Control Manual providing hold points, documentation, staffing, and appropriate sign-offs for confirming adherence to the Contract Documents. The Quality Control Manual shall include the following:
 1. Qualifications of plant staff directly involved in the Work. Provide certifications for all quality control staff, supervisors, and NDT technicians. Provide information for all fabrication locations.
 2. Organizational chart used to communicate and elevate fabrication issues, concerns, and non-conformances.
 3. Tracking and documentation system for handling of all non-conformance issues, from detection through close-out.
 4. System to notify the Engineer a minimum of four-hours in advance of inspection hold points.
 5. Welding Procedure Specifications and revisions

6. Procedure Qualifications Records
 7. Welder Qualifications
 8. Inspection of incoming materials.
 9. Testing methods, procedures, and documentation for pipe and welds. Procedures shall include frequencies of non-destructive testing.
 10. Identify all fabrication and Contract Document hold points for fabricator, Contractor, and subcontractors.
 11. System for documenting information for each pipe section. Complete and compile documentation as each pipe section is fabricated. A copy of the complete documentation compilation including verification of hold point checks shall accompany the pipe section to the job site.
 12. Documentation forms and tracking sheets used at all fabrication locations.
 13. Plant quality control record keeping, including process for transmittal to the Engineer's in plant inspectors.
 14. Shop drawing submittal drawing revision process including ensuring all parties have the most recent approved drawings.
 15. Quality control shift reports shall be provided to the Engineer at the end of each shift. Shifts reports shall include the following:
 - a. Pipe manufactured with the corresponding mark numbers, cylinder numbers, steel heat numbers, pipe wall thicknesses, and pipe diameters.
 - b. Non-conformances identified during shift.
 - c. Non-conformances resolved during shift.
 - d. Items shipped.
- D. The Quality Control Manual shall contain, at a minimum, the following confirmation and hold points:

Item	Quality Control
Material Verification	Confirmation Point
Material Identification	Confirmation Point
MTR Control	Hold Point
Consumable Storage	Confirmation Point
Welding Parameters	See Item 1
Weld Joint Fit Up	Confirmation Point
Welding Operation	Confirmation Point
Production Weld Test	Hold Point
Back gouge PT	Hold Point
Weld Repairs	Hold Point
Final Weld Inspection	Hold Point
NDE	Hold Point
Hydro Test	Hold Point
Lining material verification	Confirmation Point
Lining material Storage	Confirmation Point

Interior Surface preparation	Confirmation Point
Lining Application	Confirmation Point
Lining Curing	Confirmation Point
Lining Compression Testing	Hold Point
CML Repairs	Hold Point
Final Dimensions & Marking	Hold Point
Handling & Storage	Confirmation Point
Documentation	Hold Point
Shipping	Hold Point

- I. Initial Procedure Qualification Records shall be treated as a hold point. Following completion of a successful PQR, welding parameters shall be treated as a confirmation point.

1.08 QUALITY ASSURANCE

- A. The Engineer will perform in-plant fabrication inspection. Reimburse the City of San Diego for the costs associated with in-plant inspection.
- B. The Engineer may inspect, observe testing, and observe manufacturer inspections during all phases of the manufacture process. The following are inspection witness and hold points required by the Engineer. The Engineer may perform additional hold point inspections.

Item	Quality Assurance
Material Verification	Review
Material Identification	Review
MTR Control	Witness Point
Consumable Storage	Review
Welding Parameters	Hold Point
Weld Joint Fit Up	Hold Point
Welding Operation	Review
Production Weld Test	Hold Point
Back gouge PT	Hold Point
Weld Repairs	Hold Point
Final Weld Inspection	Hold Point
NDE	Hold Point
Hydro Test	Review
Lining material verification	Review
Lining material Storage	Review
Interior Surface preparation	Hold Point
Lining Application	Review
Lining Curing	Review
Lining Compression Testing	Hold Point
CML Repairs	Hold Point
Final Dimensions & Marking	Hold Point
Handling & Storage	Review
Documentation	Review
Shipping	Hold Point

1.09 PIPE DESIGN CALCULATIONS AND SHOP DRAWINGS

- A. Prepare Shop Drawings consistent with the pipeline alignment and grade shown on the Plans and with the size, location, elevation, and slope information of existing utilities, pipelines, and Section 02655, Installation of Pipe. Shop Drawings shall include the following:
1. The location, length, plate thickness, and designation by mark number of each steel pipe section and fabrication.
 2. The invert station and elevation to which the spigot end of each pipe, within the limits of horizontal or vertical curve, will be laid.
 3. The elements of curves and bends, both in horizontal and vertical alignment, including elements of the resultant true angular deflections in cases of combined curvature.
 4. The limits of each reach of each type of field-welded joint.
 5. The limits of each reach of concrete and slurry encasement.
 6. Limits of each type of coating or lining. Include the limits of shop applied and field applied portions of each and details of transitions between the methods.
 7. Locations of longitudinal and circumferential joints in the pipe, fabricated fittings, and outlets.
 8. Details, locations, and calculations for bulkheads, pipe restraints, and methods required to prevent excessive pipe wall stresses for hydrostatic testing of the pipeline, both in the field and the plant.
 9. Details and locations of closures for length adjustment and for construction convenience.
 10. Details of fabricated specials and insulating joints. Include the layout of all pieces making up a special, weld details, sequence of fabrication, testing, and welding.
 11. Details of specials and fittings.
 12. Details of all valves, meters, pumps, and other equipment determining pipe dimensions.
 13. Details of butt straps and other appurtenances. Include if they are to be shipped separately.
- B. Design calculations for fittings and specials including miters, welds, and reinforcement.
- C. Detail drawings indicating the type, number, and other pertinent details of the slings, strutting, and other methods proposed for pipe handling during manufacturing and transport.
- D. Details of crotch plates. Include method of welding, preheating, and stress relieving.
- E. Details of flanges. Include dimensions, drilling details, flange bolting material types, sizes, thread length, grades, and markings of bolt, nut and washer assemblies.
- F. Design calculations and details for pipe supports, tie-downs, and blocking. Include details and calculations for temporary and permanent items.
- G. All calculations shall be performed or checked and stamped by a registered Civil Engineer licensed by State of California.

1.10 WELDING DOCUMENTATION

- A. Welding shall be performed by qualified welders and welding operators who have had experience in the methods and materials used in accordance with AWS D1.1, as modified herein.
- B. Develop and submit welding procedure specifications (WPS) for each joint design required. WPS shall conform to the following:
 - 1. Each WPS shall have a welding procedure qualification record (PQR) prepared for the project. PQR Tests shall be made using the machines, electrodes, and positions to be used in the work. The Engineer shall be present during qualification and testing of each weld procedure. The use of prequalified weld procedures will not be permitted.
 - 2. WPS and PQRs shall be resubmitted for each change in essential variables, in accordance with AWS D1.1, required during the project.
 - 3. Welding procedures to be used for joining material .375-inch and greater shall be qualified by Charpy Impact Testing in accordance with AWS D1.1 requirements. Test locations shall be performed in the weld metal and heat affected zone in accordance with AWS D1.1 requirements.
 - 4. Provide welding bead profiles.
 - 5. Provide procedure for heat treatment and stress relief.
 - 6. Include preheat and interpass procedures, including temperatures.
 - 7. Include a detail drawing of bevel surfaces to be welded.
- C. Submit Welder Performance Qualifications for individual welder and welding operators. Welder's qualification certifications shall follow the requirements of AWS D1.1 and be dated not more than six-months before starting work. The Engineer shall be present during qualification of welders.
- D. Radiographic test of Welder Performance Qualification weld test coupons shall not substitute for mechanical tests.
- E. Qualification testing shall be performed by independent approved testing agencies. Submit all destructive and non-destructive test results.
- F. Qualifications shall be accepted before fabrication. Submit all qualifications and test results upon completion and before starting fabrication.
- G. Submit certificates of welding rods and welding wire and flux used for welding.

1.11 PIPE DOCUMENTATION

- A. Submit certified copies of mill test reports on each heat upon receipt and verification of materials and before fabrication begins.
- B. Following completion of pipe fabrication, submit a comprehensive pipe inspection report for each pipe mark. The report shall include, as a minimum, the following
 - 1. Certified copies of mill test reports on each heat from which steel is rolled. Tests shall include physical and chemical properties. Identify the corresponding pipe and appurtenances for each mill test reports.

2. Certifications of Compliance with the Contract Documents
 3. Affidavits of compliance with referenced standards (for example AWWA C200, C207) with each required submittal.
 4. Results of production weld test.
 5. Include charts and details of stress relief used.
 6. Hydrostatic test reports.
 7. Certified NDT reports for each performed NDT examination. Provide mapping plan of defect and repair area, NDT performed to verify conformance, and approval of NDT technician and Engineer of compliance.
 8. Grid charts from ultrasonic tests on steel plates and flanges.
 9. X-ray film from all Radiation Imaging Systems testing, in DVD format.
 10. Dimensional check reports.
 11. Test reports on physical properties of rubber or synthetic materials used in gaskets.
 12. Submit certified copies of mill test reports for flanges including details of stress relief used.
 13. Non-conformances identified and resolved.
- C. Submit a summary list cross-referencing heat numbers, pipe shop numbers, and pipe mark numbers
- D. During pipe fabrication provide the Engineer's in-plant inspector a pipe material tracking spreadsheet on a weekly basis include, as a minimum, the following:
1. Cylinder number from which the pipe was manufactured.
 2. Mark number that the cylinder came from.
 3. Heat Numbers.
 4. Wall thickness.
 5. Pipe Diameter.

PART 2 - PRODUCTS

2.01 DESIGN CRITERIA

- A. Obtain the following information from the Plans:
1. Elevation of the pipe invert and final ground surface.
 2. Alignment of the pipeline.
 3. Nominal internal diameter, after lining.

4. Pipe wall thickness and welded steel pipe cylinder internal diameter.
5. Locations of welded, flanged, and gasketed joints.
6. Pipe Joint Details
7. Design Hydraulic Grade Line.

- B. The proportioning, detailing, and fabrication of fabricated fittings, dished heads, manholes, outlets, and pass holes, and the fabrication thereof, shall be performed in accordance with the requirements of the latest edition of the ASME Boiler and Pressure Vessel Code, Section VIII, Pressure Vessels unless otherwise detailed by the Engineer on the Plans. Where not detailed on the Plans, the design of wyes, tees and fitting reinforcement shall be in accordance with the applicable procedures of AWWA Manual M11.

2.02 SHEET STEEL OR PLATE AND MINIMUM YIELD POINT

- A. Fabricate steel pipe, appurtenances and fittings from steel sheet, plate, or coil that conforms to ASTM A36. Steel plates or coils shall be fine grained, fully killed, and manufactured using a continuous casting process. The maximum carbon content shall not exceed 0.25 percent. The maximum sulfur content shall not exceed 0.015 percent. The steel shall also meet a maximum carbon equivalent of 0.45 percent, calculated as follows:

$$CE = C + \frac{(Mn + Si)}{6} + \frac{(Cr + Mo + V)}{5} + \frac{(Ni + Cu)}{15}$$

- B. Order the steel and arrange coils, plates, and the fabricated pipe sections such that adjoining coil, plate, and pipe sections have a yield strength variation of no greater than five ksi .
- C. Order the steel plate and sheet by thickness such that the maximum allowable thickness variation for steel sheet, plate, or coil shall have a zero negative thickness tolerance from nominal calculated, specified, or shown. Do not substitute thicker plate without the Engineer's approval. Tests performed on two-inch tension specimens shall show elongations not less than 22 percent.
- D. Test steel .375-inch and greater in thickness for notch toughness using the Charpy V-Notch test. The steel shall withstand a minimum impact of 25 foot pounds at a temperature of 30 degrees F. Test each heat of steel by taking one specimen from any two coils per heat number and test in accordance with ASTM A370.
- E. The cold working of steel plate to obtain the specified tensile requirements will not be permitted. Any laminations or other defects will be cause for rejection.

2.03 STRUCTURAL STEEL FOR OUTLET REINFORCEMENT

- A. Conform to the requirements of ASTM A36.

2.04 MILL-MANUFACTURED STEEL PIPE

- A. Size range for mill manufactured pipe is two inch through 36 inch.
- B. 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 A1011 Grade 33 or Grade 36; or from steel plate that conforms to ASTM A283 Grade D or ASTM A36.
- C. Alternatively, pipe shall conform to the requirements of ASTM A53, Type E or S, Grade B, or ASTM A106, Grade B. Pipe shall be standard weight in accordance with ANSI B36.10 unless otherwise shown on

the Plans. Pipe shall meet the dimensional requirements of ASTM A53 for diameters up to 26 inches and ANSI B36.10 for diameters larger than 26 inches.

2.05 FLANGES

- A. For design pressures up to and including 275 psi use steel flanges AWWA Class E or ANSI B16.5 Class 150.
- B. For design pressures exceeding 275 psi use ANSI B16.5 Class 300 steel flanges for pipe diameters up to and including 24 inches. Use ASME B16.47 Class 300 steel flanges for pipe diameters 26 through 36 inches.
- C. Cast iron flanges shall conform to ANSI B16.1 Class 125 or Class 300.
- D. Flanges fabricated from steel plate shall meet the requirements of ASTM A516 Grade 70; forgings shall meet the requirements of ASTM A105; castings shall meet the requirements of ASTM A216 WCB.
- E. Flange bolts, nuts, gaskets, washers, and unions shall be in accordance with AWWA C207. Flange insulation kits shall be in accordance with Section 13110, Cathodic Protection.
- F. For flanges where an insulating kit will be installed, the pipe flange and valve flange bolt holes shall be oversized an additional 1/8 inch per AWWA C207, Section 4.2.3 to accommodate the insulating sleeves according to the following schedule:
 - 1. Pipe diameters less than 36 inches: Oversized flange bolt holes are not required. Holes shall be drilled the normal 1/8-inch larger than the nominal bolt diameters.
- G. For flanges connecting to a valve, provide ANSI standard pattern flanges for the valve size and pressure rating specified.
- H. Flanges shall be flat faced without projection or raised face. Either a serrated concentric or serrated spiral finish having 24 to 40-grooves per inch shall be used. The cutting tool employed shall have an approximate 0.06-inch or larger radius. The resultant surface finish shall have a 250 to 500-μinch roughness.

2.06 JOINTS

- A. Provide bell and spigot pipe ends for field welded joints, except where butt-strap joints, butt-welded joints, or flanged joints are shown on the Plans. Provide miters joints where necessary at closures.
- B. Where piping connects to wall pipes, meters, valves, or other equipment, match the pipe ends to the ends of the wall pipes, meters, valves, or equipment.

2.07 FITTINGS

- A. Except where detailed on the Plans, fabricated steel fittings shall be in accordance with AWWA C208. Reinforcement of fittings shall be in accordance with AWWA M11.

2.08 WELDING FITTINGS

- A. Provide butt-welded wrought carbon steel fittings conforming to ASTM A234, Grade WPB. Minimum thickness shall equal the thickest matching pipe.

2.09 PIPE JOINT COMPOUND

- A. Use American National Taper pipe threads on all threaded joints.

- B. Apply joint compound to the male threads only. Pipe Joint compound shall be Teflon thread sealant Bakerseal by Radiator Specialty Company, La-Co SlicTite by Lake Chemical Company, or equal.

2.10 THREADED OPENINGS

- A. Provide threaded openings not less than two inches, nor more than four inches in nominal size. Threaded openings shall be a standard weight, flat-bottom, threaded welding outlet. Where the mounting surface is curved to a diameter of 36 inches or less, the mounting diameter shall be the same as that of the surface upon which it is to be mounted.
- B. Provide threaded outlet and its plug forged from steel conforming to ASTM A105 or ASTM A181 Class 70. Provide weld-on outlets, or equal.

PART 3 - EXECUTION

3.01 DIAMETER AND LENGTH OF PIPE SECTIONS

- A. The nominal diameter or inside diameter of the pipe and other fabricated steel sections as shown on the Plans is the clear diameter of the lined pipe after the application of interior mortar lining. For epoxy lined pipe, the diameter shown on the Plans shall be considered the minimum inside diameter of the pipe.
- B. The length of standard sections of pipe shall be from 30 to 40 feet, except within tunnels where standard sections may be up to 50 feet in length.
- C. The minimum length of closure and correction pieces shall be four feet.
- D. Do not locate closure lap joints, field joints, or field closure assemblies within four feet of the end of a concrete encased section of pipe. Do not locate closure lap joints or field closure assemblies within a concrete encased section of pipe. Concrete encased pipe sections are located around manholes, outlets, and at other locations as shown on the Plans.
- E. Fabricate tees, wyes, crosses, elbows, and manifolds so that the outlet and any reinforcing plates are a minimum of five times the cylinder plate thickness or two-inches from any weld joints, whichever is greater.

3.02 CURVES, ANGLES, CLOSURES, AND SHORT SECTIONS

- A. Furnish closing courses and short sections of pipe to ensure the correct location of outlets, angles, and other pipeline features and to accommodate the pipeline installation, lining, and field testing programs. Closing courses and short sections of steel pipe shall be a minimum four feet in length.
- B. Accurately form the inside diameter of butt-straps to match the largest outside diameter of the adjoining steel cylinders.
- C. The angular deflection at any field joint in square-ended pipe shall not exceed a pull of 3/4 inch. The penetration of the spigot into the bell at all points along the circumference shall be as shown on the Plans. Do not use angular deflections at butt-strap joints.
- D. Use pipe sections having beveled bell ends for curves and angles in the alignment which cannot be accomplished using the maximum allowable deflection at square-ended pipe joints. Beveled pipe sections used in curved alignment shall be of standard length except when shorter sections are required to limit the radius of curvature in which case all sections shall be of equal length. Do not bevel spigot ends. The beveled end of a pipe shall have a maximum 3.0 degrees deflection from a plane perpendicular to the pipe axis.

E. Fabricated Bends

1. Do not use fabricated bends to accomplish angles in the alignment unless shown on the Plans or permitted by the Engineer. Deflection between the centerline of adjacent courses shall not exceed 15 degrees.
2. The radius of curvature (R) for the axis of fabricated bends shall be at least equal to 2.5 times the inside pipe diameter (D). Stresses, including stress intensification factors, at miters of fabricated bends shall be evaluated and included in the pipe shell design.
3. The maximum miter angle on each section of fabricated bends shall not exceed 11-1/4 degrees. Segment angle theta (the deflection between the centerline of adjacent courses) shall not exceed 22-1/2 degrees.

3.03 MANHOLES, OUTLETS, AND PASS HOLES

- A. Fabricate outlets so that the outer edge of the outlet reinforcing plate is a minimum 12 inches from field welded joints. Fabricate outlets without reinforcing plates so that the outlet is a minimum 12 inches from field-welded joints.
- B. Install manholes and outlets vertically unless otherwise shown on the Plans. Install at the stations shown for street-type installations and install closures where required to conform to the designated locations. The manhole stations for right of way installations may be shifted a maximum of six feet with the approval of the Engineer, provided that the outlet is no closer than eight feet to the end of the pipe section.
- C. The Contractor may provide additional flanged outlets in the steel pipe for access during installation.
- D. The Contractor may provide forged steel threaded outlets for use in passing hose or lead wires into the pipe. Tap the outlets for standard pipe thread, weld to the pipe, and close after use with solid forged steel plugs. The plugs shall not project beyond the inner surface of the pipe shell. Retap the pipe thread in the outlet to correct any distortion caused by welding. Apply a seal weld made by at least two passes around the inside or outside of the plug after it has been inserted in the final position in the field.
- E. Coat outlets, plugs, and closures inside and outside to match the adjacent coated surfaces in the same manner as specified for outlets and field joints in the pipe.

3.04 PIPE CYLINDER FABRICATION

- A. Fabricate pipe cylinders by butt welding using spiral seams or straight seams. When using straight seams, fabricate pipe with either a single longitudinal seam and multiple courses of plate, from seven-feet six-inches to ten-feet wide, or with a single course having not more than the number of longitudinal seams shown in the table listed below. Where more than one longitudinal seam is used, the plates shall be of equal widths. Equally stagger the longitudinal joints of adjacent courses.

<u>Pipe Nominal Diameter (in.)</u>	<u>No. of Seams</u>
4 to 36	1
36 to 60	2

B. Preparation of Edges

1. Machine or face the ends and edges of plates for welds. Inspect sheared edges of plates or sheets over 1/4 inch in thickness for cracks. Do not use plates or sheets with edges containing cracks. If the ends are faced with a cutting torch, remove irregularities and scale due to burning by grinding. The dimensions and shape

of the edges of the plates to be joined by welding and the gap between the plates shall allow thorough fusion and complete penetration. The edges of plates shall be properly formed to accommodate various welding conditions. Limit the maximum gap between the edges of plates before welding to 1/16-inch.

2. Remove projecting burrs. Do not use hammering to shape the edges preparatory to welding. Cut plates true to line so that when in position for welding the edges are straight and parallel.

C. Forming Steel Plate or Sheet

1. Before rolling or forming longitudinal edges, lap break the plate edges by a continuous rolling operation or forming in a press having dies that are machined to the proper radius. Exert pressure during the lap breaking operation to obtain a true and uniform curve at the edges of the plate. Roll or press form plates to the specified diameter. Continually remove scale and other foreign matter accumulating on the plate during the rolling and forming operation by an air blast so that the matter will not be rolled or pressed into the surface of the plate.
2. Keep the surfaces of breaker dies and rolls clear of bits of metal or other accumulated materials during forming operations. Form each section of pipe to a true circle of the specified diameter throughout its entire length so as to produce a finished pipe truly round and free from dents, kinks, flat spots, and abrupt changes in curvature.
3. The outside circumference of the finished pipe shall not be less than its design value and shall not exceed its design value by more than 0.4 percent. Complete rolling and forming before making butt welds. Do not heat or hammer for the necessary forming of angles.
4. Do not use any forming process in which the plates are bent or otherwise formed to a radius of curvature smaller than required for the specified diameter of the pipe.

D. Forming Bells

1. Shape the bells to accommodate the spigot penetration shown on the Plans or specified herein. Form the bell on an expanding press or by thrusting the pipe axially over a die in to stretch the steel plate beyond its elastic limit to a round bell of required diameter and shape. Avoid injurious reduction in plate thickness at any point and impairment of the physical properties of any part of the plate. Do not use any process in which the bell is formed by rolling.
2. Bells for mitered pipe shall be normal to the axis of the adjacent course of the adjoining pipe. The axis of the bell shall be parallel to the axis of the same adjacent course.
3. The interior circumferential length of bells shall be greater than the exterior circumferential length of the adjoining spigot. The difference between circumferential lengths shall not exceed 1/4 inch.

E. Preparation for Welding

1. Take care in the layout of joints in which fillet welds are to be used in order to ensure the fusion of the weld material at the bottom of the fillet. Before welding, fit the plates closely and during welding, hold them firmly together. Tack weld or clamp in place the edges of butt joints in proper alignment and hold them throughout the welding process. Do not use dogs, clips, lugs, or equivalent devices welded to the steel plate for the purpose of forcing it into position.
2. Before welding, use an automatic process to clean the surfaces of plates and members to be welded. Remove all scale and rust for a minimum of one inch from the welding edge. Remove all oil and grease for a minimum of three inches from the welding edge. Clean both sides of the plates for butt welded joints. Remove grease or oil with lye or other solvent. Do not use kerosene or any heavier petroleum solvent.

3. Perform blasting and other cleaning before tack welding of the plates.
4. When it is necessary to deposit metal over a previously welded surface, remove any scale, slag, or welding flux thereon by a roughing tool, chisel, grinder, or other means to prevent inclusion of impurities in the weld metal.
5. Where butt-welded joints are used, align the edges to be joined to accomplish complete penetration and fusion at the root of the joint. The offset in abutting edges shall not exceed 1/16 inch at circumferential and spiral seams and 1/32 inch at longitudinal seams.
6. For plates over 1/2 inch thick, if the difference in thickness between two adjoining plates exceeds 1/8 inch, the thicker plate shall be trimmed to produce a smooth taper between the abutting surfaces. Extend the taper a minimum of four times the difference in thickness between the surfaces so that the adjoining edges will be approximately the same thickness. The length of the required taper may include the width of the weld.

F. Welding

1. Welding shall be performed by skilled welders, welding operators, and tackers who have experience in the methods and materials to be used.
2. Automatically control the rate of deposition of weld metal and the rate of travel of the electrode when welding by an automatic process. Use the submerged arc welding process for automatic welding.
3. Perform welding by an unvarying arc-welding process, which excludes the atmosphere during the process of deposition and while the metal is in a molten state. The size and type of electrode, current and voltage required, and type of wire and flux to be used shall be subject to review by the Engineer. Do not use rusted or damaged electrodes. Sift used flux from automatic welders to be free of fines and coarse pieces and remove mill scale before reusing.
4. Welds shall be uniform in composition, neat, smooth, full strength, and ductile. Make welds with a technique which will ensure uniform distribution of load throughout the welded section with a minimum tendency to produce eccentric stress or distortion in the weld or adjacent metal.
5. Make all welds in such a manner and time schedule to avoid residual internal stresses in the welded joints and stresses due to temperature changes in the completed pipelines. Weld longitudinal seams before circumferential seams.
6. Where the welding method permits a considerable deviation in the line of travel of the welding head, place a scribed line parallel to and at a fixed distance from the edges of the plates before welding so that the weld location may be readily compared to the edges of the plates.
7. If complete penetration and reinforcement on both sides of butt-welded joints are not satisfactorily accomplished when the welding is done from one side only, grind out the reverse side to secure a clean surface of the originally deposited weld metal and make an automatic welding pass on the reverse side.
8. If the normal welding process is interrupted for any reason, ensure full penetration and thorough fusion between the weld metal, plates, and weld metal previously deposited is accomplished. Where welding is interrupted by faulty machine operation, grind back the weld to where the presence of solid, clean metal indicates correct machine operation before resuming welding operations.
9. Back grinding on both automatic and hand welding, whether for repairs or preparation of the groove for the original weld, are subject to inspection by the Engineer before being filled with weld metal. Do not

make butt welds before the completion of the rolling and forming. Grind butt welds for both hand and automatic welding to sound metal before welding the reverse side.

10. Where polyurethane or epoxy is used as interior pipe lining, the finish weld of all interior welded joints shall be ground flush inside the pipe

G. Longitudinal Joints

1. Double butt weld longitudinal joints by a fully automatic welding process using welding heads which permit visual investigation of the deepest point of penetration of the first pass and which permit backfilling of extensive repair cuts. Use starter and runoff plates for longitudinal welds. The first pass on longitudinal welds shall be on the inside of the pipe and accomplish at least 75 percent of the land. Land is defined as the non-beveled portion of the root face along the edge of the bevel. Do not use runoff plates for weld test coupons.
2. Welds shall be continuous for the full length of the joint built up uniformly at the center of the weld to form reinforcement on both sides of the plate. The weld and penetration shall be wide enough so that both edges of plate to be joined are entirely consumed in the weld, regardless of a possible inaccuracy in the line of travel of the automatic electrode.
3. The weld on the outside of the pipe shall have a minimum width of the thickness of the plate. The weld on the inside of the pipe shall have a minimum width of 3/8 inch. Weld reinforcement on both inside and outside the pipe shall be a minimum of 1/16 inch and a maximum of 1/8 inch.

H. Circumferential Joints and Spiral Seam Joints

1. Double butt weld shop circumferential and spiral seam joints. The details of shop circumferential and spiral seam joints shall conform to the requirements for longitudinal joints as given above. Circumferential joints in bends and welded fabricated fittings need not be made by automatic welding methods.
2. Circumferential joints on one plate circumference fabricated pipe shall be a minimum of four-feet away from the centerline of manways and outlets; and seven-feet six-inches away from the trailing edge of a formed bell.
3. Coil splices on spiral seam pipe shall be a minimum of two feet away from the centerline of manways, outlets, and the ends of the pipe cylinder.

I. Quality of Welds

1. There shall be no evidence of oxidation in the weld. Produce welded joints with complete fusion of the plates that are free from unsound metal, porosity, and cracks in accordance with the testing requirements herein.
2. The finish of welded joints shall be smooth and free from grooves, depressions, burrs, and other irregularities. There shall be no valleys or undercut in the center or edges of any weld.
3. Any pipe section which shows irregularities in shape after welding may be rerolled to make it cylindrical, but in no case shall it be reformed by hammering, and in no event shall reforming be permitted of pipe sections which after welding are found to have abrupt changes in curvature at longitudinal seams, unless such welds are subsequently removed and rewelded following the reforming operation.

J. Defects

1. Completely remove porosity and cracks, trapped welding flux, or other defects in the welds in a manner which permits proper and complete repair by welding. After removing the defect, the area shall be tested using liquid penetrant or magnetic particle test method in the presence of the Engineer. Repair defective welds by hand welding. Where the defect is so extensive as to make a hand repair undesirable, use automatic welds.
2. Defects characterized as cracks, incomplete fusion, or incomplete penetration are unacceptable regardless of length.
3. If the weld defect repair length exceeds 10 percent of the seam length for longitudinal and circumferential seams or 5 percent of the seam length for spiral seams, the pipe section shall be rejected and removed from the project rather than repaired.
4. Map all weld defect locations and dimension in inches to verify total weld defect repair percentages and record on the as-built shop drawings.
5. Gouging or pits greater than 1/16 inch in depth that occur during fabrication shall be repaired by welding and ground flush. Inspect the repaired area using the liquid penetrant method in the presence of the Engineer.
6. Repair of joint off-sets exceeding specification tolerances shall be repaired as follows:
 - a. Repair localized areas eight-inches or less by adding weld metal to the joint providing a 4:1 transition.
 - b. Joint off-sets exceeding eight-inches in length shall be repaired by removing the weld metal, realigning the plates, and rewelding in accordance with the requirements herein.
7. The manufacturer shall minimize reoccurring imperfections, damage, and discontinuities.

3.05 FLANGES

- A. When flanges are made from butt-welded plate segments, do not place the joints adjacent to longitudinal joints in adjoining steel plate sections. Stress-relieve flanges made from butt-welded segments.
- B. Furnish forged steel slip-on flanges or weld neck flanges for companion flanges and connections. Blind flanges, reducing flanges, special flanges, and flanges which are greater in diameter than 24 inch nominal pipe size may be made of plate.
- C. For drilling insulating flanges bolt holes not dimensioned on the Plans, prepare flange bolting as recommended by the insulating sleeve manufacturer.
- D. Flanges shall be in accordance with AWWA C207 Class D for operating pressures up to 175 psi on 4-inch through 12-inch diameter, and operating pressures up to 150 psi on diameters over 12-inches.
- E. Flanges shall be AWWA C207 Class E for operating pressures over 150 psi and up to 275 psi.
- F. Shop lining and coating shall be continuous to the end of the pipe or back of the flange. Flange faces shall be shop coated with a soluble rust preventive compound.
- G. Gaskets shall be per AWWA C207 Table 1.
- H. Bolts for flanges shall be carbon steel, ASTM A193, Grade B7 and nuts shall be ASTM A194, Grade 2H heavy hex in accordance with AWWA C207.

3.06 MECHANICAL COUPLINGS

- A. Mechanical couplings where indicated on the Plans shall be Smith Blair Style 411, Baker Style 200, Romac Style 400, ClampTite, or equal.
- B. Insulating mechanical couplings where indicated on the Plans shall be double insulated Smith Blair Style 416, Baker Style 216, or equal for working pressures up to 150 psi.
- C. Couplings for buried service shall have all metal parts painted with polyurethane paint conforming to AWWA C222 or epoxy per AWWA C210.
- D. Pipe ends for mechanical couplings shall conform to AWWA C200 and M11. The shop applied outside coating shall be held back as required for field assembly of the mechanical coupling. Harness lugs or rings shall be painted with polyurethane conforming to AWWA C222.
- E. Pipe for use with sleeve-type couplings shall have plain ends at right angles to the axis.

3.07 SHOP TESTING

- A. After completion of fabrication and welding in the shop and before the application of any lining or coating test each component according to the following requirements.
 - 1. Test each section of steel pipe in the shop where it is manufactured by the radiographic test method or radiation imaging system in accordance with the requirements herein.
 - 2. In the event the bell is formed subsequent to radiographic test, perform a magnetic particle examination two inches beyond either side of the welded longitudinal joint which is within the longitudinal limits of the area of plate subjected to deformation in forming the bell. Additionally, perform a radiographic test on a minimum of 10 percent of the longitudinal welds within the longitudinal limits of the area of plate subjected to deformation in forming the bell.
 - 3. After completion of the radiographic test, test each section of pipe with manholes and outlets attached as follows:
 - a. Except as specifically shown on the plans or noted below, for d/D greater than 0.35, where d is the nominal diameter of the outlet and D is the nominal diameter of the main pipeline, test each section by the radiographic test method and the soap and compressed air method at the collar.
 - b. For d/D less than 0.35, test the collar by the soap and compressed air method.
 - 4. Test each slip-on type flange by the soap and compressed air method.
 - 5. Test backgouge of all groove welds by the liquid penetrant method. Test completed groove welds by the radiographic test method, except as specified herein.
 - 6. Test completed fillet welds not tested by the soap and compressed air method by the liquid penetrant method.
- B. Perform tests of production welds in accordance with AWWA C200 and for each heat of steel used. There shall be at least one impact test and one set of welding tests for each 1,000 lineal feet of spiral seam weld in addition to tests specified in AWWA C200 Section 4.10.4.

1. Do not use runoff tabs for weld test coupons. Do not remove weld test coupons from pipe used for the project.
2. Guided-bend tests shall be performed utilizing 1-1/2 inch width specimens. A guided-bend test specimen shall be considered as having passed only if no crack or other open defect exceeding 1/8-inch measured in any direction is present in the weld metal or heat affected zone of the base material after the bending.
3. Perform impact tests on welds and heat affected zones in accordance with AWS D1.1 on material 0.375 inches and greater. Impact test values shall equal those required for the base materials.
4. A tension test specimen shall be considered as having passed only if failure occurs in the base metal at a stress in excess of the minimum specified tensile strength. Report both yield and ultimate strength of each test specimen.

C. Test Methods

1. Shop Hydrostatic Test: Vent air from the pipe before the test pressure is applied. Hold the test pressure on each section for a length of time to permit inspection of all joints. Use the following hydrostatic test pressures for testing pipes without outlets:

$$P = \frac{1.6 \times f_y \times T}{D}$$

Where: P = test pressure in psi.
 f_y = yield stress of the steel used, in psi.
 T = minimum thickness of the steel pipe section tested in inches.
 D = internal diameter of the steel pipe or cylinder, in inches.

2. The hydrostatic test pressure for fabricated bends and pipes with outlets shall be in accordance with AWWA M-11.
3. When subjected to the above hydrostatic test pressure, the pipe shall show no leaks, distortion, or other defects. Repair any leaks or other defects which develop during the hydrostatic test by grinding out the defective material and rewelding. Retest the repaired section.
4. Test Bulkheads: Furnish and attach suitable dished heads and blind flanges for making the hydrostatic tests. Remove the heads and properly restore the ends of the sections after completion of the tests.
5. Radiographic Test: Make the radiographs in accordance with the requirements of the AWS D1.1 Section 6.15.1 and ASTM E94 and E1032.
6. Ultrasonic Test: Make the ultrasonic tests in accordance with the requirements of the AWS D1.1.
7. Soap and Compressed Air Test: Use compressed air at a maximum 40 psi pressure in the joint. While the joint is under pressure, swab every portion of every welded seam forming a part of the joint with a heavy soap solution or a commercial bubble-producing leak test fluid. Examine for leakage. Drill and tap the necessary test holes and plug weld the holes after testing.
8. Liquid Penetrant Test: Conform to the requirements in ASTM E165. Provide either water washable or nonflammable materials. Products shall be "Spotcheck" by the Magnaflux Corporation, "Met-L-Check Flaw-Findr" by the Met-L-Check Company, or approved equal.
9. Magnetic Particle Test: Conform to the requirements in ASTM E709, using the dry powder technique.

- D. Only individuals qualified to ASNT CP-105 and SNT-TC-1A NDT Level II or Level III may perform testing and interpret test data. The Level III shall be certified in accordance with ASNT CP-189.

3.08 PIPELINE LININGS AND COATINGS

- A. Except where otherwise specified or shown, steel pipelines shall be cement mortar lined, tape wrapped and cement mortar coated.
- B. Apply cement mortar lining to welded steel pipe, pipe fittings and specials except where the limits of epoxy or polyurethane lined pipe are shown on the Plans. Apply pipeline coatings to welded steel pipe, pipe fittings, and specials according to the limits for the type of coating system as shown on the Plans, or as specified herein. Apply pipeline linings and coatings in accordance with the specifications for the type of lining and coating indicated.
- C. Polyethylene Tape Coating
 - 1. The prefabricated multi-layer cold applied tape coating system for straight-line pipe shall be in accordance with AWWA C214. The system shall consist of a three-layer system totaling 80 mils.
 - 2. Coating of Fittings, Specials, and Joints
 - a. Fittings, specials and joints that cannot be machine coated, shall be coated in accordance with AWWA C209. Prefabricated tape shall be Type II and shall be compatible with the tape system used for straight-line pipe. The system shall consist of two layers totaling 70 mils.
 - b. Alternative coating methods for fittings, specials and field joints are shrink sleeves per AWWA C216, liquid epoxy per AWWA C210, or polyurethane per AWWA C222.
 - c. Joint bonds shall be completely encapsulated by the coating system as per the manufacturer's recommendations.
 - d. Coating repair for fittings, and specials shall be in accordance with the procedure described below for straight-line pipe.
 - 3. Coating repair shall be made using tape and primer conforming to AWWA C209 Type II and manufacture's recommendations. The tape and primer shall be compatible with the tape system used for straight-line pipe.
 - a. An alternative repair method shall be to install heat shrink sleeves in accordance with AWWA C216 and the manufacturer's recommendations.
- D. Coat the exposed pipe ends at insulating joints and other couplings with solid epoxy. Do not coat over the insulating gasket. Wrap insulating flanges with 3 inch wide by 1/2 inch thick cross linked polyolefin heat shrinkable tape per the Plans.
- E. Certificate of Compliance
 - a. Prior to shipment of pipe, provide a certificate of compliance stating that tape materials and work for all pipe delivered complies with the requirements of these specifications and AWWA C209 and AWWA C214. This certification shall be submitted by the pipe manufacturer and endorsed by the tape manufacturer.

3.09 BLIND FLANGES

- A. At outlets not indicated to be connected to valves or to other pipes, provide blind flanges with bolts, nuts, and gaskets. Provide blind flanges with thickness at least equal to the thickness of the mating flange or in accordance with AWWA C207, whichever is greater.
- B. Provide dished head blind flanges where shown on the Plans. Dished head blind flanges shall be designed in accordance with the ASME Boiler and Pressure Vessel Code, Section VIII.

3.10 PRODUCT MARKING

- A. Before shipment, plainly and permanently mark the inside of each section of straight pipe and each pipe special and fitting at the bell end to identify the design pressure or head, steel wall thickness, date of manufacture, mark number, field top designating position of the pipe by reference to the layout schedule, and the designation "Bell End". For beveled pipe, mark the degree of bevel. Mark the mark number in four inch tall letters at springline of pipe.
- B. Mark on the inside of the pipe a continuous, circumferential line 1/16 inch wide and 12 inches from the end of each bell section. For plant cement mortar lined pipe, place the mark on the lining. The circumferential line shall be used to evaluate fit up during installation.
- C. Mark a continuous line, two inches wide, along the outside of each pipe section at field top. Along this line, three feet from each end of the pipe section, permanently mark the pipe number in four-inch tall letters.
- D. Punch mark the spigot end of pipe sections at field top.

3.11 PIPE BRACING

- A. Provide pipe bracing on all specials, fittings, and straight pipe to avoid damage to the pipe and fittings during handling, storage, and hauling.
- B. Pipe bracing shall be placed as soon as practical following fabrication and shall remain in place while the pipe is loaded, transported, and unloaded at the jobsite.
- C. Transport pipe with vertical and horizontal bracing per the manufacturer's plan. Any pipe damaged during handling, hauling, or storage due to improper bracing shall be repaired or replaced.
- D. Pipe bracing may be reused provided all damaged ends are redressed to provide square and uniform bearing and all previously used fasteners are removed.

3.12 PIPE HANDLING AND STORAGE

- A. Pipe shall be handled by use of wide slings, padded cradles, or other devices designed and constructed to prevent damage to the pipe. The use of chains, hooks, or other equipment that might injure the pipe shall not be permitted.
- B. Do not stack pipe. Store pipe in a manner to prevent damage. Support stockpiled pipe on padded skids, sand or earth berms, sandbags, or suitable means so that the pipe is not be damaged. Sand or earth berms shall be free of rock exceeding three-inches in diameter.
- C. Pipe shall not be rolled and shall be secured to prevent accidental rolling.

END OF SECTION

SECTION 02655 - INSTALLATION OF STEEL PIPE

PART 1 – GENERAL

1.01 SUMMARY

- A. This section specifies requirements for installation and placement of steel pipelines, pipeline closures, welding and welded connections, lining and coating at joints, and encasement.

1.02 REFERENCES

- A. ASTM International
 - C33 Standard Specification for Concrete Aggregates
 - C150 Standard Specification for Portland Cement
- B. American Water Works Association
 - C205 Cement Mortar Protective Lining and Coating for Steel Water Pipe
 - C206 Field Welding of Steel Water Pipe
- C. American Welding Society
 - D1.1 Structural Welding Code
- D. American Society of Mechanical Engineers Boiler and Pressure Vessel Code Sec. IX

1.03 SUBMITTALS

- A. Installation schedule.
- B. Points of access, pipe handling methods, installation methods, procedures for field cutting and preparing edges of pipe for welding, and equipment used (spreader bars, straps, including power, mechanical and hydraulic equipment) for pipes to be installed in trenches.
- C. Quality control plan with measures for installing pipe. Include all quality assurance and quality control hold points.
- D. Welding Documentation.
- E. Written certification that each pipe joint, butt strap and other appurtenances and each field weld is in accordance with these specifications. Provide certification of compliance for each field weld.
- F. Material certificates for bolts, nuts, washers and bolt torque and tightening pattern.
- G. Stulling Plan. Include with the stulling submittal a description of any alternate materials (i.e., steel stulls and bracing) for stulling and bracing of the pipeline for shipping and installation. Submit details, including verifying calculations, of alternate materials showing size of each member, number required, and anchoring method. Any welding required to anchor alternate stull materials shall be ground smooth before application of field lining.
- H. Pipe elongation plan and dimensions.

- I. Method proposed for completing inside mortar joints.
 - J. Video documentation of the pipeline's completed cement mortar lining.
- 1.04 WELDING DOCUMENTATION
- A. Welding shall be performed by qualified welders and welding operators who have had experience in the methods and materials used in accordance with AWS D1.1, as modified herein.
 - B. Develop and submit welding procedure specifications for each joint design required. WPS shall conform to the following:
 - 1. Each WPS shall have a welding procedure qualification record (PQR) prepared for the project. PQR tests shall be made using the machines, electrodes, and positions to be used in the work. The Engineer shall be present during qualification and testing of each weld procedure. The use of prequalified weld procedures will not be permitted.
 - 2. WPS and PQRs shall be resubmitted for each change in essential variables, in accordance with AWS D1.1, required during the project.
 - 3. Welding procedures to be used for joining material .375 inch and greater shall be qualified by Charpy Impact Testing in accordance with AWS D1.1 requirements. Test locations shall be performed in the weld metal and heat affected zone in accordance with AWS D1.1 requirements.
 - 4. Provide welding bead profiles conforming to the limits in Part 3.08, Paragraph B, herein.
 - 5. Provide procedure for heat treatment and stress relief.
 - 6. Include preheat and interpass procedures, including temperatures.
 - 7. Include a detail drawing of bevel surfaces to be welded.
 - C. Submit Welder Performance Qualifications for individual welder and welding operators. Welder's qualification certifications shall follow the requirements of AWS D1.1. The Engineer shall be present during qualification of welders.
 - D. Radiographic test of Welder Performance Qualification weld test coupons shall not substitute for mechanical tests.
 - E. Qualification testing shall be performed by independent approved testing agencies. Submit all destructive and non-destructive test results.
 - F. Qualifications shall be accepted before welding. Submit all qualifications and test results upon completion of, and before starting welding.
 - G. Submit material certificates of field welding rods and welding wire and flux and welding electrode field handling procedures. Storage of low-hydrogen Shielded Metal Arc Weld electrodes shall be in accordance with AWS D1.1 Section 5.3. Storage of Flux Cored Arc Weld - Gas Shield electrodes shall minimize moisture pickup and corrosion.

PART 2 – PRODUCTS

2.01 CEMENT MORTAR FOR INSIDE JOINTS

- A. Cement mortar for lining inside joints shall be composed of not less than one-part cement to two parts sand by weight, dry mixed and moistened with sufficient water to permit packing and troweling without crumbling. Cement shall be type II, low alkali, conforming to ASTM C150. Water shall be clean and free of organic matter, alkali, salts and other impurities which might reduce the strength, durability, or other quality of the cement mortar.

2.02 CEMENT MORTAR COATINGS

- A. Materials for cement mortar coating of the exterior joints shall be in accordance with AWWA C205, and as follows. Sand shall conform to ASTM C33. Water shall be clean and free of objectionable quantities of organic matter, alkali, salts and other impurities which might reduce the strength, durability, or other quality of the cement mortar. Cement mortar coating shall consist of not more than 4-1/2 cubic feet of sand to one sack of cement (94 pounds).

2.03 CONCRETE

- A. Concrete for pipe or encasement, thrust blocks and cutoff walls shall be Class A concrete in accordance with Greenbook Section 201, Concrete, Mortar, and Related Materials, unless otherwise shown on the Plans.
- B. Lean concrete backfill shall be hand excavatable per Greenbook Section 201-6, Controlled Low Strength Material (CLSM), unless otherwise shown on the Plans.

2.04 STULLS AND BRACING

- A. Stulls and bracing shall be cut from kiln-dried timbers. Minimum size of stulls shall be shown on the Plans.

2.05 GROUT BANDS

- A. Grout bands or diapers shall be polyethylene foam-lined fabric with steel strapping of sufficient strength to hold the fresh mortar, resist rodding of the mortar and allow excess water to escape. The foam plastic shall be 100 percent closed cell, chemically inert, insoluble in water and resistant to acids, alkalies and solvents.

PART 3 – EXECUTION

3.01 EXISTING CONDITIONS

- A. Location, centerline elevations, materials of construction, joint type and geometry, slope and dimensions of existing pipelines and concrete encasements shown on the Plans are approximate. Where crossing or connecting to existing pipelines, and at other locations shown on the Plans or as directed by the Engineer, excavate and verify actual location, depth of pipeline or encasement, pipe slope, joint type, joint geometry, and angle of joint before submittal of shop drawings for fabrication of pipe.
- B. Plan joint completion to accommodate in-place cement mortar lining.

3.02 DELIVERY AND TEMPORARY STORAGE OF PIPE AT SITE

- A. For plant cement mortar lined pipe, keep plastic caps placed over the ends of each pipe until immediately before placing the pipe in the trench installation. Add water to interior of pipe if plastic cap is temporarily removed and replaced or repaired. Repair immediately damaged plastic caps. Maintain complete bracing per manufacturer's recommendation inside of each section of pipe until the installation of stulling.

- B. Transport pipe to the jobsite on padded contoured bunks with nylon tie-down straps to protect the pipe. Each pipe shall be supported on a minimum of two contoured bunks.
- C. Coordinate the spacing of earth berms at the recommendation of the pipe manufacturer.

3.03 HANDLING OF PIPE

- A. Coordinate methods of handling and rigging at the recommendation of the pipe manufacturer, but no less stringent than required herein. Handle the pipe using two 12-inch minimum width belt slings attached to a spreader bar. Do not use cable slings or chains. Avoid damage to lining and coating.
- B. Measure the outside diameter of bell and spigot to check that clearance between faying surfaces is within specified tolerance before joint assembly. Confirm that pipeline markings have been applied in accordance with Section 15053, Steel Pipe.
- C. Maintain at least one brace at each end of each steel pipe to be lined in the field. Provide additional vertical stulls before backfilling welded steel pipe.
- D. Repair or replace, as directed by the Engineer, pipe damaged as a result of transporting or handling.

3.04 SANITATION OF PIPE INTERIOR

- A. During laying operations, do not store tools, clothing, or other materials in the pipe. Keep the pipeline free of construction debris, dirt, and other loose materials. Where necessary, utilize bulkheads or other methods to prevent entry of storm water runoff into pipeline.
- B. When pipelaying is not in progress, including the noon hour, close the ends of the pipe with vermin- and child-proof plugs.

3.05 PLACEMENT OF PIPE IN TRENCH

- A. Control water in trench per Greenbook Section 306-5, Dewatering.
- B. Cut a two-foot minimum depth depression to accommodate exterior welding, tape wrapping, flange assembly, cement mortar coating and any testing at pipe joints, and provide space to permit removal of the pipe handling slings.
- C. Complete pipe bedding and/or stabilization of foundation per Greenbook Section 306-6, Bedding. Place and compact material specified for the pipe bedding to bring the trench bottom to grade. Install geotextile filter fabric, Mirafi 140N or equal, around the pipe bedding zone.
- D. Inspect each pipe and fitting before lowering into the trench. Inspect the interior and exterior protective coating, and repair damaged areas. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after laying.
- E. Place vertical and horizontal stulls in encased pipe to the nominal diameter with a tolerance of plus 1/4 inch or minus 1/4 inch.
- F. Lay pipes uphill on grades exceeding 10 percent.
- G. Lay each section of pipe in the order and position shown on the approved pipe laying schedule. Lower the pipe onto the pipe bedding and install it to line and grade. For bell and spigot joints, tolerance on grade is 1/4 inch, and tolerance on line is one inch. For butt-welded joints, tolerances on line and grade shall be 1/4 inch or as necessary to prevent the circumferential face of adjoining pipe sections to deviate not less than

1/8 inch or more than 1/4 inch at any point. In addition to the horizontal and vertical tolerances above, lay the pipe so that no high or low points other than those on the laying diagram are introduced.

- H. When installing beveled pipe, do not deviate the pipe field top mark by more than two inches from a vertical line passing through the pipe center.
- I. Weld seams at adjacent pipes shall be staggered by at least two feet.
- J. Do not use dogs, clips, lugs, or other devices welded to the pipe to force it into place.
- K. Surfaces of the steel pipe to be concrete encased shall be cleaned to remove loose or foreign matter that could interfere with adherence of the concrete.

3.06 INSTALLING FLANGED OR EXPOSED PIPING

- A. Inspect gasket seating surfaces, gasket, each stud or bolt, each nut, each washer, and the facing on which the nuts will rotate. Replace any damaged item.
- B. Where a raised face flange connects to a flat-faced flange, provide a ring gasket filler between the two flanges. The ring gasket filler shall be of the same material as specified for the gasket between the flanges.
- C. Set pipe with the flange bolt holes straddling the pipe horizontal and vertical centerline. Install pipe without springing, forcing, or stressing the pipe or any adjacent connecting valves or equipment.
- D. Clean flanges by wire brushing before installing flanged fittings. Clean flange bolts and nuts by wire brushing, lubricate bolts with appropriate compound, and tighten in the sequence and to the torque as recommended by the manufacturer. Replace galled, cracked, or distorted bolts and nuts. If flanges leak under pressure testing, remove the nuts and bolts, reset or replace the gasket, install new bolts and nuts, and retest the joints. Joints shall be watertight. Do not reuse bolts, nuts or gaskets.
- E. Patch or repair all scratches and damaged areas incurred while installing pipe.
- F. Where a flanged pipe penetrates a wall or slab, provide a minimum distance of 15 inches from the wall or slab to face of flange.

3.07 INSTALLING GROOVED AND SHOULDERED PIPE AND FITTINGS

- A. Install grooved shouldered pipe and fittings in accordance with the coupling manufacturer's recommendations.
- B. Clean loose scale, rust, oil, grease, and dirt from the pipe or fitting groove before installing coupling. Apply the coupling manufacturer's gasket lubricant to the gasket exterior including lips, pipe ends, and housing interiors.
- C. Fasten coupling alternately and evenly until coupling halves are seated. Apply torques as recommended by the coupling manufacturer.

3.08 FIELD WELDED JOINTS

- A. Provide single-welded lap joints, double-welded lap joints, butt-welded joints, and butt-strap joints as detailed on the Plans. The minimum overlap of the assembled bell and spigot sections of lap joints shall be as shown on the Plans. No welding shall begin until welding procedures and welder certifications have been approved in writing by the Engineer.

- B. Field welding shall be in accordance with AWWA C206 and AWS D1.1, except as modified herein. Welding variables shall be per AWS D1.1 Table 3.7. All welding procedure specifications and welders shall be qualified in accordance with AWS D1.1. Pre-qualified welding procedure specifications and welders shall not be accepted. No radiographic examination of test plates shall be accepted. A copy of the approved welding procedure specification followed by a welder during his/her qualification test shall be included with his/her test results. If the WPS document is different than that referenced on the welder's test results, include a stamped certification by an AWS Senior CWI, CWI or an ICBO Registered Special Inspector/Structural Steel and Welding stating that the welder's test fell within the essential variable limits of the submitted WPS. Procedures for multi-pass groove or fillet welds shall clearly show the number of passes. Procedures and welder qualifications for plate 3/8 inch or thicker shall include Charpy V-notch test results per Section 15053, Steel Pipe, Part 2.02, Paragraph D.
- C. All tack welds used for the installation of steel pipe shall be root passes in accordance with Paragraph J herein for electrode type, weld bead diameter, and weld bead thickness. All tack welds shall be removed before the start of welding, or at the discretion of the Engineer, cleaned, prepared, and allowed to remain in place.
- D. If joint faying surfaces are rusted or pitted where weld metal is to be deposited, clean them by wire brushing or sand blasting.
- E. Complete the butt-welded longitudinal seams of butt-straps before starting circumferential fillet welds. Install backing bar per Plans to facilitate air testing. Backing bars shall be left in place.
- F. Completed fillet welds minimum leg length shall be the sum of the least abutting plate thickness plus joint clearance. Before welding, remove all tack welds and equalize joint clearance around entire circumference. All joint fit-up shall be done in the presence of the Engineer and the Engineer shall approve fit-up before starting the root pass. Complete the interior weld and receive the Engineer's approval before welding the outside weld on any single joint.
- G. Provide expansion lap joints at intervals of approximately 250 feet. Set the expansion section by stabbing the joint four inches, plus one inch, minus zero inch. Weld all joints either side of the expansion lap joints. Complete backfill of pipe except at the expansion lap joint. Begin welding of expansion lap joint during the coolest hour of the workday.
- H. Perform preheat of joints to be welded in accordance with AWS D1.1, Prequalified minimum preheat and interpass temperatures.
- I. Where weld metal is to be deposited, clean joints by wire brushing or sand blasting. Clean each layer of deposited weld metal before depositing the next layer of weld metal, including the final pass, by a power-driven wire brush.
- J. Welding shall be done by either the SMAW or FCAW-G method. Either the SMAW or the FCAW-G method may be used on all welds of the pipe joint, provided the air velocity in the vicinity of the weld shall not exceed five miles per hour for the Contractor to use the FCAW-G method. SMAW shall be applied by means of continuous stringer beads, with the maximum electrode diameter, bead width, and bead thickness in accordance with AWS D1.1, Table 3.7. The electrode used on the root pass shall be E-6010 run downhill. Electrodes used for the remaining passes shall be E-7018 run uphill. FCAW-G shall utilize an external shielding gas in accordance with AWS A5.20, Table 2, and the electrode and pipe manufacturer's recommendations. FCAW-G will be applied by means of continuous stringer beads run uphill. The maximum electrode diameter for FCAW-G shall be in accordance with AWS D1.1, Table 3.7. No welding shall begin until fit-up has been approved in writing by the Engineer. Complete and clean each pass around the entire circumference of the pipe or along the seam of the pipe before starting the next pass. Completed fillet welds shall be convex. Only one welder shall be allowed per weld at any given time. During welding, a welding foreman certified as an AWS certified welding inspector QC-1 shall be onsite at all times monitoring and inspecting the work. Welding foreman shall not be permitted to weld.

- K. For butt welded joints, align pipe faces to the tolerances shown on the Plans. Except where otherwise specified or indicated, all completed butt welded joints shall be tested with ultrasonic test procedures. Use an approved independent testing company to perform all ultrasonic tests. Testing of welds shall be done in the presence of the Engineer. Maintain records of test performed and results for each location.
- L. During welding of exterior joints, protect the welded steel pipe tape coating by draping an 18 inch wide strip of heat-resistant material all around the circumference of the pipe on each side of the coating holdback to avoid damage to the coating by hot weld splatter. Do not use the coated part of the pipe for ground.
- M. Test all single-welded lap joints by the liquid penetrant method and test all butt-strap joints and double-welded joints by the soap and compressed air test after steel is cool to the touch and before completing joint coating or lining. Perform liquid penetrant tests and compressed air tests in accordance with Section 15053, Steel Pipe. Only individuals qualified to ASNT CP 105 and SNT-TC-1A NDT Level II shall perform testing and interpret test data. Level III individuals shall be certified to ASNT CP 189. Perform all soap and air tests/liquid penetrant tests in the presence of the Engineer. Maintain records of test performed and results of testing for each location.

3.09 PIPELINE CLOSURE ASSEMBLIES

- A. Use pipeline closure assemblies to connect sections of pipeline laid from opposite directions and to adjust the field length of the pipeline to meet structures, other pipelines, and points established by design stations. Select either follower ring design or butt strap design. Install follower ring closures as recommended by the pipe manufacturer. Do not use butt-straps exceeding 15 inches in width.
- B. Center the shaped steel butt straps over the ends of the pipe sections they are to join as shown on the Plans. No angular deflections will be allowed at butt-strap joints.
- C. Cement mortar line closure assemblies to a thickness at least equal to the adjoining pipe sections. Clean the steel with wire brushes and apply a cement and water wash coat before applying the cement mortar. Steel-trowel finish the interior mortar lining to match adjoining mortar lined pipe sections.
- D. Field trimming of pipe shall be square and normal to the axis of the pipe only.

3.10 COMPLETION OF INSIDE MORTAR JOINTS

- A. Complete backfill of the trench is required before applying interior lining at field welded joints.
- B. Working inside the pipe, remove foreign substances which adhere to the steel joint rings, clean them, and pack cement mortar into each joint. Before placing the joint mortar material against the surfaces of the lining, the surfaces shall be carefully cleaned, have all soap removed, and then be wetted to provide a good bond between the lining and the joint mortar. Finish the surface with a steel trowel to match the adjoining pipes.
- C. The contractor may elect to complete the inside mortar joints using the “pull a pig” or other method. The contractor shall provide a submittal detailing the method for lining the interior pipe joints for review and acceptance.
- D. Remove excess mortar and other construction debris from the pipe interior.
- E. After completion of the inside mortar joints, the contractor shall perform video documentation of the finished cement mortar lining of the steel pipe and submit the video to the Engineer for review and acceptance.

3.11 PIPE BACKFILL, STULLS AND BRACING

- A. Trench backfill operations shall be in accordance with Greenbook Section 306-12, Backfill.
- B. Stulls placed in welded steel pipe shall remain in the pipe a minimum of two weeks after the backfill is completed, or as directed by the Engineer.
- C. Do not remove the cross stulling in pipe to be encased until the encasement has cured at least seven Days and the subsequent backfill is completed.

3.12 CONCRETE FOR BELOW-GROUND INSTALLATION

- A. Encase pipe with concrete to the line and dimensions as indicated on the Plans or place concrete between the undisturbed ground and the pipe or fittings to be restrained or supported. Vibratory compact the concrete during placement to eliminate honeycombing.
- B. Provide thrust blocks at fittings in pipe having rubber gasket bell and spigot or unrestrained mechanical joints. Do not provide thrust blocks for steel pipe having welded, flanged, or butt strap joints unless detailed on the Plans or required in the detailed piping specification. Quantity or bearing area of the concrete against undisturbed ground shall be as shown on the Plans, or as directed by the Engineer.
- C. Provide temporary support for pipe, fittings, or valves until the concrete has obtained a three-day cure. Place concrete such that the pipe joints, fittings, or valves are accessible for repairs and removal and replacement.
- D. Backfilling of the trench adjacent to the concrete will not be allowed until the concrete has cured for at least three Days. Allow concrete to cure for at least seven Days before subjecting the concrete to pipeline pressure. Where rapid set concrete mix has been used, the three-day and seven-day cure time is not required. Backfill the rapid set concrete mix as soon as the concrete is hard (approximately one to two hours) and place pipeline into service.

3.13 PIPE DEFLECTION

- A. Upon completion of backfill and the removal of all stulling, the maximum acceptable deflection of the pipe shall be 2 percent from the nominal diameter. The percent deflection shall be calculated by the following formula:

$$\text{Percent deflection} = \frac{(\text{nominal diameter} - \text{actual diameter})}{\text{nominal diameter}} \times 100$$

- B. Should the deflection exceed the acceptable deflection stated above, excavate the backfill material, repair all damaged lining and coating, reinstall stulling, recompact, and retest for pipe deflection until acceptable deflection measurements are obtained.

END OF SECTION

SECTION 09870 - PLANT-APPLIED CEMENT MORTAR LINING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials and application of cement mortar linings for welded steel pipe applied at the pipe fabrication plant in accordance with AWWA C205, as modified below.
- B. The finished inside diameter after lining shall be the nominal diameter shown.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 15053 Steel Pipe
- B. Section 02655 Installation of Steel Pipe

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American Society for Testing and Materials
 - A82 Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - A185 Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - C33 Specification for Concrete Aggregates.
 - C40 Test method for Organic Impurities in Fine Aggregate for Concrete.
 - C87 Test Method for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar.
 - C136 Method for Sieve Analysis of Fine and Coarse Aggregates.
 - C150 Specification for Portland Cement.
- B. American Water Works Association
 - C205 Cement-Mortar Protective Lining and Coating for Steel Water Pipe, 4-inches (100 mm) and Larger, Shop Applied.
- C. State of California, Department of Transportation, Manual of Test Volumes 1-2-3 (Standard Test Methods)
 - Test 417 - Testing Soils and Waters for Sulfate Content
 - Test 422 – Testing Soils and Waters for Chloride Content

1.04 QUALIFICATIONS OF MANUFACTURERS

- A. Assign supervisors with continuous recent experience in the application of cement mortar linings for steel pipe and as specified herein.
- B. Provide qualifications for cement mortar lining applicator as specified in Section 15053.

1.05 SUBMITTALS

SAN CARLOS INTERCONNECT AND TRANSMISSION PIPELINE
OCTOBER 14, 2024

PLANT-APPLIED CEMENT MORTAR LINING
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- A. Statement from the supplier that cement delivered to the work complies with the specifications.
- B. Certification that sand complies with sieve analysis, ASTM C136; test of organic impurities in sands for concrete, ASTM C40; test of the effect of organic impurities in fine aggregate on the strength of mortar, ASTM C87.
- C. Document and certify by pipe mark number that cement mortar lining thickness measurements meet the requirements as specified herein for each pipe, fitting, and pipe special.

PART 2 - MATERIALS

2.01 CEMENT

- A. Cement shall be Type II, low alkali, conforming to the requirements of ASTM C150.

2.02 SAND

- A. Provide sand conforming to ASTM C33 provided that 100 percent of the sand shall pass a No. 4 sieve for cement mortar coating applied directly in contact with a dielectric coating.

2.03 WATER

- A. Water shall be free of organic materials and other impurities which might reduce the strength, durability or other quality of the cement mortar. Water shall have a pH of 7.0 to 9.0, a maximum chloride concentration of 500 mg/l (per Caltrans test method 422), and a maximum sulfate concentration of 500 mg/l (per Caltrans test method 417).

2.04 REINFORCEMENT FOR SPECIALS

- A. Reinforcement for pipe diameters larger than 36 inches shall be Size W-1.2 welded wire fabric conforming to ASTM A185. Spacing shall be two inches center to center for longitudinal members and four inches center to center for transverse members (2x4-W12xW1.2). Crimped wire fabric reinforcement is not allowed. The wire need not be galvanized. Do not use excessively rusted fabric. Installed fabric shall be free from dirt and paint or other coating material.

PART 3 - EXECUTION

3.01 CEMENT MORTAR MIX

- A. Cement mortar for lining the inside of the pipe shall be dry mixed and moistened with sufficient water to produce a dense, homogenous lining that will adhere firmly to the pipe surface, and shall be composed of not less than the following proportion by weight:
 - 1. Spun mortar lining: one part cement to two parts sand.
 - 2. Pneumatically applied mortar lining: one part cement to three parts sand.
- B. Apply plant-applied cement mortar linings to the interior of the pipe in accordance with AWWA C205 as applicable, except as follows:
 - 1. Apply, with pneumatic equipment, a mortar lining to welded steel pipe sections that cannot accommodate the pipelining machine.
 - 2. Tack weld wire mesh reinforcement to certain steel fittings as specified below or where shown on the Plans, then apply mortar.

3. Select and process materials and place the mortar while the pipe is spun in a centrifugal machine.

3.02 REINFORCEMENT IN MORTAR LINING

- A. Reinforce mortar linings for installation on flat surfaces, at abrupt angular changes in surfaces, or where lining is 3/4 inch or greater in thickness except where reinforcement is specifically indicated to be omitted.
- B. Place fabric inside the sections so that the members lengthwise of the strip extend circumferentially around the inside surface. Attach to the pipe interior by electric-arc tack welding at intervals not more than 16 inches apart, measured both along the pipe axis and circumferentially. Overlap sides and ends of the reinforcement by one full mesh square.

3.03 PNEUMATICALLY APPLIED MORTAR LINING

- A. Interior surfaces of welded steel, cast-in-place lined pipe, and steel fittings, which cannot accommodate the lining machine shall receive a pneumatically applied mortar lining with a steel-troweled finish.
- B. Pneumatically applied mortar lining in steel pipe and fittings shall have a thickness of 1/2 inch with a tolerance of plus 1/4 inch and minus zero, unless shown otherwise on the Plans. The thickness shall be tested at the center and four feet from the end of each length of pipe. A total of six gauge readings shall be taken at each location.
- C. Apply the mortar lining in each pipe section or unit in a continuous operation without construction joints except that outlets and fittings of less than 36 inches in diameter may be lined with mortar by hand plastering. Following completion of mortar placement, screed or rod the surface and give a smooth steel trowel finish, free from waves, scratches, and distortions.
- D. Damage to the lining resulting from falling rebound, from improper screeding and troweling, or from other operations or negligence on the Contractor's part shall be cause for rejection.

3.04 APPLICATION OF SPUN MORTAR LINING

- A. Unless otherwise shown on the Plans, the thickness of the lining in the pipe shall be 1/2-inch with a tolerance of plus 1/4 inch and minus zero. Manhole and outlet thimbles shall have a lining thickness of 3/8-inch with a tolerance of plus 1/8 inch and minus zero. The thickness shall be tested at the center and four feet from the end of each length of pipe. A total of six gauge readings shall be taken at each location.
- B. Regardless of the amount of out-of-roundness if any section of pipe (when rotated in the spinning machine at the peripheral speed to be used for compaction) vibrates or exhibits any other departure from the smooth, concentric rotation necessary to produce a lining of the required quality, remove from the machine before the batch of mortar is deposited and adjust to cylindrical shape so that when returned to the spinning machine the required smooth, concentric rotation will be obtained.

3.05 BENDS, SHORTS AND SMALL FITTINGS

- A. Line the interior surfaces of shop-fabricated bends and short sections 30 inches or more in diameter with pneumatically applied mortar. Mortar lining of steel fittings having a diameter of less than 30 inches may be applied by hand plastering, provided that the methods used produce a lining substantially equivalent in quality to pneumatically applied mortar.

3.06 CURING OF LINING

- A. Immediately after application of the cement mortar lining, the lining shall be accelerated cured, moisture cured, or cured by a combination of accelerated and moist curing, in accordance with AWWA C205.

3.07 MANHOLES AND OUTLETS

- A. Where openings in the pipe shell for manholes, outlets, or other purposes are required, remove a sufficient quantity of the spun mortar lining to accommodate the welding of steelwork at the opening while the lining is in a sufficiently green condition to facilitate its separation from the steel plate surface. Cut the opening in the steel plate and then weld the manhole thimble and reinforcement collar or other steelwork in place. At all times during these operations, the spun mortar lining shall be kept continuously moist. After completion of the welding and of the testing for leakage, remove all damaged lining, prepare the interior surfaces, place or restore the lining in the pipe by the pneumatic method, line the manhole or outlet thimble with mortar by hand plastering, and promptly resume the required water spray cure of the lining.

3.08 PROTECTING LINED PIPE

- A. Immediately after the mortar lining has been completed, place internal bracing at the uncoated ends of the pipe to prevent the maximum and minimum diameter at any point from deviating 1/2 percent of the nominal diameter and leave in place until stulls or bracing are placed in the pipe, except that braces may temporarily be removed when the pipe is placed in the coating machine and replaced immediately after removing the pipe from the coating machine. If required, add additional interior braces prior to the specified coating, but not until the lining has received the minimum cure. Where braces are placed on coated areas, provide sufficient bearing surface at the ends of the braces inside the pipe so no damage will be done to the mortar lining. After installation of the pipe, remove any damaged lining and replace it with new pneumatically applied mortar lining.
- B. Provide a polyethylene or other suitable bulkhead on the ends of the pipe and on all openings to prevent drying out of the lining. All bulkheads must remain intact during shipping and storage until the pipe is installed. Failure to maintain bulkheads will be cause for rejection.
- C. Bracing shall be shop-applied in accordance with Section 15053, Steel Pipe.

3.09 STORAGE/HANDLING

- A. Protect the pipe lining from damage during transportation and installation, and restore any damaged portions of the lining to a condition equal to that specified herein for the original work. At the fabrication plant, use belt slings or padded forklifts to transport or handle lined pipe sections. In no event shall pipe be transported from the lining yard until after the mortar lining has attained an age of seven Days.

END OF SECTION

SECTION 13110 – CATHODIC PROTECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes providing a complete cathodic protection system for the following structure as outlined in this Section and on the Drawings:
 - a. The metallic portion of the San Carlos Interconnect and Transmission Pipeline north of Navajo Road and west of Cowles Mountain Boulevard consisting of approximately 1,300 linear feet of 24-inch mortar-lined and tape-coated steel pipe. The exterior of the pipeline shall have a concrete armor coat over the tape, field-applied mortar over the tape coated joints, and field-applied mortar over any pipeline fittings or appurtenances that are not encapsulated in petrolatum wax tape.
- B. Electrical isolation of the structure from adjacent metallic structures, steel reinforced concrete structures, structures of dissimilar metal or dissimilar coatings, conduits, and all other metallic components that may impact the operation of the cathodic protection system.
- C. Bonding of all non-welded, non-insulating pipe joints with stranded copper wires.
- D. Testing of the system during installation, including electrical continuity of the pipeline.
- E. Testing of the system after installation and backfill (Final System Checklist).

1.02 REQUIREMENTS

- A. If the products installed as part of this Section are found to be defective or damaged, or if the WORK of this Section is not in conformance with these Specifications, then the products and WORK shall be corrected at the CONTRACTOR's expense.
- B. Any retesting required due to inadequate installation or defective materials shall be paid for by the CONTRACTOR.
- C. The WORK also requires that one Supplier or Subcontractor accept responsibility for the WORK as indicated, but without altering or modifying the CONTRACTOR's responsibilities under the Contract Documents.
- D. The WORK also requires coordination of assembly, installation, and testing between the pipeline contractor and any cathodic protection material supplier or subcontractor.
- E. The CONTRACTOR shall provide a "qualified corrosion technician" and "Corrosion Engineer" to perform the Testing. The "qualified corrosion technician" shall be a NACE Level 2 CP Technician or NACE Level 3 CP Technologist. Testing shall be performed under the supervision of a Corrosion Engineer. A Corrosion Engineer is a Registered Professional Corrosion Engineer or a NACE Level 4 Cathodic Protection Specialist.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American Society for Testing and Materials
 - A518 Specification for Corrosion-Resistant High-Silicon Iron Castings
 - B3 Specification for Soft or Annealed Copper Wire
 - B8 Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
 - C94 Specification for Ready-Mixed Concrete

D1248 Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable

D1785 Specification for Polyvinyl Chloride (PVC) Plastic Pipe; Schedules 40, 80, and 120

B. American Water Works Association

C205 Cement-Mortar Protective Lining and Coating for Steel Water Pipe, 4-inches (100 mm) and Larger, Shop Applied

C207 Standard for Steel Pipe Flanges for Waterworks Service – Sizes 4 in. through 144 in. (100 mm through 3,600 mm)

C209 Tape Coatings for Steel Water Pipe and Fittings

C217 Petrolatum and Petroleum Wax Tape Coatings for the Exterior of Connections and Fittings for Steel Water Pipelines

C. American Welding Society

B2.2 Specification for Brazing Procedure and Performance Qualifications

D. City of San Diego Standard Drawings for Engineering and Capital Projects Construction

SDG-117 Narrow Trench Resurfacing for Asphalt Concrete Surface Streets Detail

SDM-105 Warning / Identification Tape Installation Detail

SDW-121 At-Grade Cathodic Protection Test Station Installation for Roadways Detail

SDW-122 Joint Bonding of Non-Welded Pipe Joints & Fittings Detail

SDW-123 Insulating Flange Insulating Mechanical Coupling Monolithic Isolation Joint Detail

SDW-125 Wire-to-Pipe Connections and Coating Repair Detail

SDW-126 Installation of Directly Buried Wire Conduit Detail

SDW-128 At-Grade Concrete Test Box Detail

SDW-129 At-Grade Cathodic Protection Test Station Wiring Diagram For Roadways Detail

SDW-130 Four – Wire Insulating Flange and Casing Test Station Installation Detail

SDW-131 Wire Identification Detail

SDW-133 Standard Potential Magnesium Anode Detail

SDW-183 At-Grade Cathodic Protection Test Station with Galvanic Anodes Installation for Roadways Detail

WS-03 Meter Box Locations for Water and Recycled Water Appurtenances

E. Department of Water Resources

CSB California State Bulletin Number 47

F. Military Specification

M-81531 Marking of Electrical Insulation Materials

STD-202F Electronic and Electrical Component Parts

G. National Association of Corrosion Engineers

SP0169 Standard Practice, Control of External Corrosion on Underground or Submerged Metallic Piping Systems

SP0274 High-Voltage Electrical Inspection of Pipeline Coatings

SP0286 Electrical Insulation of Cathodically Protected Pipelines

RP0375 Wax Coating Systems for Underground Piping Systems

TM0497 Measurement Techniques Related to Criteria for Cathodic Protection on Underground or Submerged Metallic Piping Systems

SP0572 Design, Installation, Operation and Maintenance of Impressed Current Deep Groundbeds

H. Society for Protective Coating

SP1 Solvent Cleaning

SP11 Power Tool Cleaning to Bare Metal

I. Standard Specifications for Public Works Construction

J. Underwriters Laboratories

6 Rigid Metal Conduits

83 Thermoplastic-Insulated Wires and Cables

514B Fittings for cable and Conduit

1.04 JOB ACCESS

A. The CONTRACTOR shall contact Underground Service Alert prior to commencing construction to locate existing utilities in the area of construction. Existing utilities include, but are not limited to, water lines, gas lines, telephone, streetlights, sewer and storm drains, and overhead and underground electric utilities.

B. Traffic control shall satisfy the requirements of the governing locality.

1.05 QUALITY ASSURANCE

A. All testing required to be performed by a “qualified corrosion technician” shall be performed by a NACE Level 2 CP Technician or NACE Level 3 CP Technologist under the supervision of a Corrosion Engineer. A Corrosion Engineer is a Registered Professional Corrosion Engineer or a NACE Level 4 Cathodic Protection Specialist. The Resident Engineer is the first point of contact for scheduling the testing.

1.06 SUBMITTALS

A. The following shall be submitted to the ENGINEER prior to any equipment installation.
a. Catalog cuts, bulletins, brochures, or data sheets for all materials specified herein.

- b. Certification that the proposed procedures, equipment and materials meet the Specifications and the intent of the Specifications.
- c. Schedule, including the expected start date and planned completion date.

B. The following shall be submitted to the ENGINEER after completion of the WORK.

- a. Wire connection testing.
- b. Insulating joint testing, before and after backfilling.
- c. Electrical log with anode-to-earth resistances.
- d. System check-out report.
- e. Record Drawings shall be submitted to and approved by the ENGINEER before the WORK is considered complete.

1.07 INTERFERENCE AND EXACT LOCATIONS

- A. The locations of cathodic protection equipment, test stations, devices, outlets, and appurtenances, as indicated on the Drawings, are approximate only. Exact locations shall be determined by the CONTRACTOR in the field subject to the approval of the ENGINEER.
- B. In case of interference with other work or erroneous locations with respect to equipment or structures, the CONTRACTOR shall furnish all labor and materials necessary to complete the WORK in an acceptable manner.

PART 2 - MATERIALS

2.01 GENERAL

- A. All materials installed must be new. All equipment and materials supplied shall be similar to that which has been in satisfactory service for at least 5 years.

2.02 CONCRETE TEST BOX

- A. Concrete test box shall be AASHTO H20 traffic rated concrete valve box Christy G05, Brooks 3RT, or equal, as indicated in Standard Drawing SDW-128.
- B. Cast iron lid shall fit the concrete test box, shall be AASHTO H20 traffic rated, and shall be South Bay Foundry #B1160, #B6199, or equal, as indicated in Standard Drawing SDW-128. Cast iron lid shall be marked as shown on Standard Drawing SDW-128.
- C. Concrete pad shall be 2'x2'x4" thick per SSPWC 330-C-23 as indicated in Standard Drawing SDW-129. Reinforcing fabric for concrete pad shall be 4"x4" gauge 10 wire.

2.03 ANODE TERMINAL BOARD

- A. Anode terminal board shall be Phenolic 5"x5"x1/4", as indicated in Standard Drawings SDW-130 and SDW-183.
- B. Connection hardware shall be stainless steel as indicated in Standard Drawings SDW-130 and SDW-183. All connections shall be double nutted bolts with lock washers.
- C. Binding post shall be Tinker & Rasor #164-060, Promark #PM-TS3-LUGS, or equal, as indicated in Standard Drawings SDW-130 and SDW-183.

2.04 SHUNTS

- A. Shunts shall have a resistance of 0.1 ohms and a capacity of 2 amperes per Standard Drawing SDW-183. Shunts shall be CottShunt, or equal.

2.05 SACRIFICIAL ANODES

- A. Sacrificial anodes shall be standard potential magnesium anodes sized 48D5 as indicated in Standard Drawings SDW-133 and SDW-183.
- B. Chemical composition, dimensions, lead wire, and backfill compositions shall be per Standard Drawing SDW-133.

2.06 WIRES

- A. Conductors shall consist of stranded copper of the gauge indicated in the Standard Drawings. Wire sizes shall be based on American Wire Gauge (AWG). Copper wire shall be in conformance with ASTM Designations B3 and B8.
- B. All wires terminating on the anode terminal board, or in a test station, shall have a wire identifier attached within 5 inches from the end of wire at the terminal board, prior to backfill, as specified per Standard Drawing SDW-131.
- C. Anode lead wire shall be per Standard Drawing SDW-133.
- D. Joint bonding wire shall be per Standard Drawing SDW-122.
- E. Slack wire at pipe connection, within electrical conduit, and inside test box shall be per Standard Drawings SDW-130 and SDW-183.
- F. Wire splicing is not allowed.
- G. Insulation Type and Colors: Per the Standard Drawings SDW-130 and SDW-183.
 - a. Insulation shall be suitable for direct burial in wet and dry environments conforming to UL 83.

2.07 WIRE IDENTIFIERS

- A. Wire identifiers shall be thermal transfer military grade heat-shrink polyolefin and label shall meet label print performance requirements MIL-M-81531 and MIL-STD-202F as indicated in Standard Drawing SDW-131. Alpha-numeric characters for pipe/structure identification shall be printed at a minimum size of 3/16 inch.
- B. Provide wire identification text on the wire identifier per Standard Drawing SDW-131.

2.08 ELECTRICAL CONDUIT

- A. Electrical conduit shall be SCH 40 PVC as indicated in Standard Drawings SDW-130 and SDW-183.
- B. Chaffing bushings shall be installed at wire ingress and egress locations as indicated in Standard Drawing SDW-126.
- C. Bedding zone shall be SE 50 bedding as indicated in Standard Drawing SDW-126.
- D. Trench backfill shall be sand cement slurry backfill type 190-E-400 to encase conduits per Standard Drawing SDW-126. Tampers or Vibrators shall be used.
- E. Warning tape shall be 6" wide red polyethylene as indicated in Standard Drawings SDW-126, SDW-130, and SDW-183.

2.09 EXOTHERMIC WELDS

- A. Exothermic welds shall be in accordance with the manufacturer's recommendations.
- B. Exothermic welds shall be per Standard Drawings SDW-122, SDW-125, SDW-130, and SDW-183.

C. The shape and charge of exothermic welds shall be selected based on the following parameters:

- a. Pipe material
- b. Pipe size
- c. Wire material/size requirements for sleeves
- d. Number of strands to be welded
- e. Orientation of weld (vertical or horizontal)

2.10 PIN BRAZING

- A. Pin brazing shall be in accordance with the manufacturer's recommendations.
- B. Pin brazing shall be per Standard Drawings SDW-122, SDW-125, SDW-130, and SDW-183.
- C. Pin brazing shall be selected based on the following parameters:
 - a. Pipe material
 - b. Pipe size
 - c. Wire material/size requirements for sleeves
 - d. Number of strands to be welded
 - e. Orientation of weld (vertical or horizontal)

2.11 WIRE-TO-PIPE COATING MATERIAL

- A. Wire-to-pipe coating repair material shall be VISCOTAQ Coating Patch, or equal, as indicated in Standard Drawing SDW-125.

2.12 INSULATING FLANGE KITS

- A. Insulating flange kits shall conform to Standard Drawing SDW-123. All materials in contact with potable water shall be NSF 61 approved.
- B. Provide insulating flanges for intended operating pressure and services required; and constructed so that the connected pipes are electrically isolated from each other by insulating material.
- C. Insulating coupling will not be acceptable.

2.13 WAX TAPE

- A. Wax tape for buried bolted fittings and insulating flanges shall be per AWWA C217 as indicated in Standard Drawing SDW-122 and SDW-123.

PART 3 - EXECUTION

3.01 STORAGE OF MATERIALS

- A. All materials and equipment to be used in construction shall be stored in such a manner to be protected from detrimental effects from the elements. If warehouse storage cannot be provided, materials and equipment shall be stacked well above ground level and protected from the elements with plastic sheeting or other appropriate methods.

3.02 EXCAVATION AND BACKFILL

- A. Buried wires and conduits shall have a minimum cover of 18-inches and maximum cover of 36" per Standard Drawings SDW-130 and SDW-183.

- B. Warning tape shall be installed above buried wire conduit. Warning tape shall be installed 4" below trench cap in improved areas as indicated in Standard Drawing SDW-126.
- C. Anode wire identification tags shall be placed on the wires prior to placing wire in conduit or backfilling.
- D. Bedding, trench backfilling, and trench resurfacing shall be in accordance with Standard Drawings SDG-117 and SDW-126.

3.03 ANODES

- A. Install anodes at locations and in manner indicated on the Drawings. Route wires from anodes and test wires from pipe to prevent damage and mechanical stress on wires during backfilling. Alternative anode locations and routing are acceptable subject to approval by ENGINEER.
- B. 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. Anodes with damaged insulation or wire are not acceptable and shall not be installed. Splices are not allowed on the anode wire. Replace anodes with damaged wire insulation at no additional cost to the OWNER.
- C. If the anode is shipped in a plastic bag, remove it before burying it. Do not remove the cloth or paper bag which contains the backfill material.
- D. Anodes shall be installed in a vertical configuration in 10" diameter x 12' deep augured holes as indicated in SDW-133. Anodes shall be installed in accordance with Standard Drawing SDW-183 and NACE SP0169.
- E. Soak anodes for a minimum of 20 minutes with water before backfilling hole and indicated in Standard Drawing SDW-133. Add water as necessary to keep the anode completely covered during the soaking period.
- F. Use native soil, free from stones and bricks, for backfilling. Do not use select backfill. Do not use sand or slurry cement for backfill on anodes. Suitability of native soils to be verified by a geotechnical engineer at the site before and during compaction.

3.04 TEST STATIONS

- A. Test stations shall be installed at the approximate stationing's shown on the Drawings and per San Diego Regional Standard Drawing WS-03. Alternative locations are acceptable subject to approval by ENGINEER. Flush-mounted test stations shall be located behind the curb and other areas not subject to vehicular traffic to allow for safe access by City monitoring personnel without requiring traffic control. The CONTRACTOR shall field verify final location of the test stations. If installed behind the sidewalk or in a landscaped area, place test box in a steel reinforced concrete collar per Standard Drawings SDW-129, SDW-130, and SDW-183. Exact location shall be approved by the Corrosion Engineer. Wire identifiers shall be placed on all wire prior to backfill and installation of test stations.
- B. Installation of anode terminal board, shunts, and wiring shall be done in accordance with Standard Drawings SDW-129, SDW-130, and SDW-183.
- C. Installation of test stations shall be done in the presence of the ENGINEER. A minimum of 48-hour notice shall be given by the CONTRACTOR to the ENGINEER prior to installation of a test station. Installation of test stations shall begin early enough in the day to ensure completion of the installation during regular working hours.
- D. The CONTRACTOR shall notify the ENGINEER of foreign utility piping crossings found in the field.

- E. The CONTRACTOR shall provide global positioning system (GPS) coordinates of each test station location with a minimum accuracy of 1 meter or 3 feet. The CONTRACTOR shall submit the GPS coordinates of the test stations to the ENGINEER in the final report after installation.

3.05 WIRES

- A. Buried wires shall be laid straight without kinks. Each wire run shall be continuous in length and free of joints or splices, unless otherwise indicated. Care shall be taken during installation to avoid punctures, cuts, or other damage to the wire insulation. Damage to insulation shall require replacement of the entire length of wire at the CONTRACTOR's expense.
- B. 18 inches of slack wire at pipe connection and 24 inches of slack (coiled) shall be left for each wire at each flush-to-grade test station as indicated in Standard Drawings SDW-130 and SDW-183. Wire slack shall be sufficient to allow removal of wire extension for testing. Wire shall not be bent into a radius of less than 2 inches.
- C. The wire conduits must be of sufficient diameter to accommodate the wires. This shall be determined by the number and size of wires in accordance with the applicable electrical codes and standards.
- D. The CONTRACTOR shall notify the ENGINEER of foreign utility piping crossings found in the field.

3.06 WIRE IDENTIFIERS

- A. All wires shall be coded with wire identifiers in accordance with Standard Drawings SDM-105, SDW-129, and SDW-131.
- B. Wire identifiers shall be placed on the wires prior to backfill.

3.07 JOINT BONDING

- A. Bond cathodically protected non-welded and non-insulated joints in mains and fittings in accordance with Standard Drawing SDW-122. Joint bonding shall be done in presence of the ENGINEER.
- B. Install bond cables to provide complete electrical continuity along entire length of each cathodically protected pipeline.

3.08 EXOTHERMIC WELD CONNECTIONS

- A. Exothermic weld connections shall be installed at the locations indicated on the Drawings. Coating materials shall be removed from the surface over an area of sufficient size to make the connection. The surface shall be solvent and power tool cleaned per SSPC-SP1 and SSPC-SP-11 as indicated in standard drawing SDW-125. The use of resin impregnated grinding wheels will not be allowed. Exothermic weld connections and coating repairs shall be in accordance with manufacturer's recommendations and Standard Drawing SDW-125. Remove and replace of defective welds with new welds at no additional cost to OWNER.
- B. The CONTRACTOR shall be responsible for testing all test lead welds. The ENGINEER, at his or her discretion, shall witness these tests.
- C. After the weld has cooled, all slag shall be removed, and the metallurgical bond shall be tested for adherence by the CONTRACTOR. Wire integrity testing shall be per "CP TEST STATION WIRE INTEGRITY TESTING." Care shall be taken to avoid hitting the wires. All defective welds shall be removed and replaced.
- D. After backfilling the pipe, all test lead pairs shall be tested for broken welds using a standard ohmmeter. The resistance shall not exceed 150% of the theoretical wire resistance as determined from published wire data.
- E. The CONTRACTOR shall inspect both the interior and exterior of the pipe to confirm that all coatings and linings removed or damaged as a result of the welding have been repaired. The CONTRACTOR shall furnish all materials, clean surfaces and repair protective coatings and linings damaged as a result of the welding.

Repair of any coating or lining damaged during welding shall be performed in accordance with the coating or lining manufacturer's recommendations. Repairs shall be in accordance with Standard Drawing SDW-125.

- F. All exposed surfaces of the copper and steel shall be covered with insulating materials.
- G. VISCOTAQ coating patch or equal shall be applied to the project pipeline at all wire-to-pipe connections. Coating repairs shall be performed in accordance with the coating manufacturer's recommendations and Standard Drawing SDW-125.

3.09 PIN BRAZING

- A. Pin brazing shall be installed at the locations indicated on the Drawings. Pin brazing and coating repairs shall be in accordance with Standard Drawing SDW-125 and AWS B2.2. Remove and replace of defective welds with new welds at no additional cost to OWNER.
- B. The CONTRACTOR shall be responsible for testing all test lead welds. The ENGINEER, at his or her discretion, shall witness these tests.
- C. After the brazing has cooled, all slag shall be removed, and the metallurgical bond shall be tested for adherence by the CONTRACTOR. Wire integrity testing shall be per "CP TEST STATION WIRE INTEGRITY TESTING." Care shall be taken to avoid hitting the wires. All defective welds shall be removed and replaced.
- D. After backfilling the pipe, all test lead pairs shall be tested for broken brazing using a standard ohmmeter. The resistance shall not exceed 150% of the theoretical wire resistance as determined from published wire data.
- E. The CONTRACTOR shall inspect both the interior and exterior of the pipe to confirm that all coatings and linings removed or damaged as a result of the brazing have been repaired. The CONTRACTOR shall furnish all materials, clean surfaces and repair protective coatings and linings damaged as a result of the brazing. Repair of any coating or lining damaged during brazing shall be performed in accordance with the coating or lining manufacturer's recommendations. Repairs shall be in accordance with Standard Drawing SDW-125.
- F. All exposed surfaces of the copper and steel shall be covered with insulating materials.
- G. VISCOTAQ coating patch or equal shall be applied to the project pipeline at all wire-to-pipe connections. Coating repairs shall be performed in accordance with the coating manufacturer's recommendations and Standard Drawing SDW-125.

3.10 INSULATING FLANGE KITS

- A. Insulating flanges shall be installed and coated in accordance with manufacturer's recommendations, Standard Drawing SDW-123, NACE SP0286, and NACE SP0375. Coating to be inspected in accordance with NACE SP0274.
- B. Store insulating flange kits in a manner to protect from weather, water, dirt, and other foreign matter which could adversely affect electrical insulating properties.
- C. After internal coating and connecting the insulating flange into one side of the pipe system, measure electrical resistance across flange using an ohmmeter or other acceptable instrument. Corrosion technician shall perform test with ENGINEER as witness. Resistance values less than one megohm require corrective action and retesting at no additional cost to the OWNER. Provide test results in tabular or another acceptable format.
- D. Final acceptance of electrical effectiveness of insulating flange by ENGINEER after installation. Replace defective components at no additional cost to the OWNER.
- E. Show buried insulating flange test station locations on as-built drawings, including reference to adjacent permanent landmarks or other suitable datum points.

3.11 WAX TAPE SYSTEM APPLICATION

- A. Wax tape system shall be applied on bolted fittings and insulating flanges per AWWA C217 as indicated in Standard Drawing SDW-122. The materials shall be applied according to the manufacturer's recommendations and Standard Drawing SDW-122.
- B. All loose scale shall be removed from the surface to be coated with hand tools (wire brush, scraper, and rags). Debris and moisture shall be wiped from surface with clean rag. Wax tape for joint bonding shall be installed per Standard Drawings SDW-122. Wax tape for insulating flanges shall be installed per Standard Drawings SDW-123 and NACE SP0375. A spiral wrap shall be used, and a slight tension shall be applied to ensure that there are no air pockets or voids. After applying the tape, the applicator shall firmly press and smooth out all lap seams and crevice areas. The tape shall be in tight intimate contact with all surfaces.

3.12 FIELD QUALITY CONTROL

- A. Inspection and testing of work associated with installation of cathodic protection system to be accepted by ENGINEER and approved by OWNER.
- B. Provide personnel required to assist OWNER or ENGINEER in locating installed test points. Provide as-built details of test point installations. Promptly correct deficiencies discovered during inspection and testing.

3.13 ELECTRICAL CONTINUITY TESTING OF PIPE WITH BONDED JOINTS

- A. 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 No. 4 AWG stranded copper bond wires. 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 wire connections in the event that electrical continuity of the pipeline is not achieved.
- B. Perform electrical continuity tests at maximum spacings of 500-feet of pipe. 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.
- C. 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 wires at each bonded joint.
- D. 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.

3.14 CP TEST STATION WIRE INTEGRITY TESTING

- A. 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. Test strength of connection by striking the weld nugget at a 45° angle with a 1-pound hammer while pulling on the wire as indicated in Standard Drawing SDW-125. 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.

- B. 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 per Standard Drawing SDW-131 prior to backfilling the wires.
- C. 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 reweld 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. 4 AWG wire 0.258 Ohms / 1000 feet
 - b. No. 6 AWG wire 0.411 Ohms / 1000 feet
 - c. No. 8 AWG wire 0.653 Ohms / 1000 feet
 - d. No. 10 AWG wire 1.038 Ohms / 1000 feet
 - e. No. 12 AWG wire 1.650 Ohms / 1000 feet
 - f. No. 14 AWG wire 2.525 Ohms / 1000 feet

3.15 SYSTEM CHECKOUT

- A. Upon completion of the installation, the CONTRACTOR shall provide testing of the completed system by a qualified Corrosion Technician.
- B. Testing shall be performed at all test leads of all test stations and at the locations of exposed pipe as soon as possible after installation of the cathodic protection system.
- C. Anodes will be tested for proper current output and level of cathodic protection provided to piping systems after installation of anodes and associated wiring and test stations, but before final paving or construction of final hardscape and site improvements. Testing shall be performed by Corrosion Technician. Base level of cathodic protection provided to piping systems on a negative (cathodic) voltage of at least 0.85 volt as established for criteria of cathodic protection in NACE SP0169.
 - a. Provide a minimum ten calendar days notification when installed anodes will be ready for activation and testing before final site paving and site improvements.
 - b. Perform repair or replacement of defective or omitted materials, based on the inspections and testing by Corrosion Technician., including excavation, backfill, and retesting, at no additional cost to the OWNER.
 - c. CONTRACTOR shall bear 100 percent of the costs for OWNER provided troubleshooting, and retesting and activation after repairs.
- D. The CONTRACTOR shall provide a written report, prepared by the Corrosion Engineer, documenting the results of the testing, and recommending corrective work, as required to comply with the Contract Documents. Any deficiencies of systems tested shall be repaired and re-tested by the CONTRACTOR at no additional cost to the OWNER.

END OF SECTION

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: _____ Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

_____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: San Carlos Interconnect Transmission Pipeline

Project No. / WBS No.: B-21109.02.06

Project Location-Specific: The Project is located along Cowles Mountain Boulevard from Navajo Road to Coleshill Drive, Navajo Road from Soaring Drive to Cowles Mountain Road, Tommy Street, Tommy Drive, and near Wing Flight Court within the San Carlos neighborhood of the Navajo Community Planning Area (Council District 7).

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: This Project consists of the construction of approximately 2,015 linear feet (LF) (0.38 mile) of 8-, 16- and 24-inch diameter water mains (at depths ranging from 3 to 8 feet) to replace existing 10-, 20- and 24-inch diameter asbestos cement (AC) and reinforced concrete steel cylinder (RCSC) water mains. Approximately 1,332 LF will be replaced in place via open trenching (3 to 5 feet wide). Approximately 683 LF will be realigned in a larger trench (approximately 5 feet wide) where the pipe is being upsized to 24 inches in diameter. The Project also involves the construction of 5,340 linear feet (1.01 miles) of 8-, 16- and 24-inch diameter new water mains via open trench at depths ranging from 3 to 9 feet and 3 to 5 feet wide. Construction will include all associated water services, fire hydrants, valves, water meters, and other appurtenances.

Additionally, work will include replumbing three water services and transferring four water services. The water service replumbs and transfers will total 616 LF, and each will involve trenching at a depth ranging from 3 to 8 feet and a width of 0.5 to 1 foot. The water service replumbs and transfers are likely to impact landscaped vegetation within private properties and may require revegetation. The replumbs and transfers will involve transferring the water services along Tommy Street to the new 16-inch diameter water main on Tommy Street, to the existing water main on Cowles Mountain Boulevard, and to the downsized 8-inch diameter water main on a private road. Finally, the work will include abandoning in place (typically backfilled with concrete) approximately 1,573 LF (0.30 mile) of water main.

The Project will encompass a proposed area of disturbance of approximately 38,000 square feet (SF) within existing paved streets. No new impervious areas will be created, and the staging area will be determined later by the contractor.

The northwestern endpoint of the project site at Boulder Lake Avenue is adjacent to the City's Multi-Habitat Planning Area (MHPA); however, a 15-foot cut slope and existing homes provide a buffer between the proposed work activity and the MHPA. The Project would implement avoidance and minimization protocols in this area during the avian breeding season.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Scott Vurbeff
Email/Phone No.: svurbeff@sandiego.gov / 619-533-3130
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- ☒ Categorical Exemption: Section 15301 (Existing Facilities); Section 15302 (Replacement or Reconstruction); and Section 15304 (Minor Alterations to Land)
- ☐ Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the following categorical exemption criteria set forth in CEQA State Guidelines: Section 15301 (Existing Facilities), which allows for the minor alteration to existing public facilities involving negligible or no expansion of existing or former use, such as the replumbing of water services; Section 15302 (Replacement or Reconstruction), which allows for the replacement of existing facilities where the new structure will be located on the same site and have substantially the same purpose and capacity as the facility replaced, such as the replacement of existing water mains; Section 15304 (Minor Alterations to Land), which allows for minor public alteration in the condition of land which does not involve removal of healthy mature, scenic trees, such as the minor trenching required for the replacement and construction of new water mains; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Scott Vurbeff

Telephone: 619-533-3130

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

Carrie Purcell, Deputy Director

12/17/24

Date

Check One:

- ☒ Signed By Lead Agency
- ☐ Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

Process for Issuance

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

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2. Construction and maintenance related activities (see Tab 2).

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

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. **FEE AND DEPOSIT SCHEDULES**

- 7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B. (CITY USE)</u>
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)		Phone: ()	
Site Contact Name and Title:		Phone: ()	
Responsible Party Name:		Title:	
Cal ID#		Phone: ()	
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request	Requested Removal Date:
<input type="checkbox"/>	
Provide Current Meter Location if Different from Above:	
Signature:	Title:
Phone: ()	Pager: ()
Date:	

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party

Company Name and Address

Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization			Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining	
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount			
	1				1.00	\$ -			\$0.00	0.00	\$0.00	\$ -	
	2				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	3				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	4				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	5				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	6				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	7				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	8				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	5				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	6				1.00	\$ -			\$0.00	0.00%	\$0.00	\$ -	
	7					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	8					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	9					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	10					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	11					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	12					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	13					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	14					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	15					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	16					\$ -			\$0.00	0.00%	\$0.00	\$ -	
	17					\$ -			\$0.00	0.00%	\$0.00	\$ -	
		CHANGE ORDER No.											
		Total Authorized Amount (Original)	Total Authorized Amount (Including approved Change Order)				\$ -				Total Billed	\$0.00	Total Amount Remaining
												\$0.00	\$ -

SUMMARY

A. Original Contract Amount

\$0.00

B. Approved Change Order #00 Thru #00

\$0.00

C. Total Authorized Amount (A+B)

\$0.00

D. Total Billed to Date

\$0.00

E. Less Total Retention (5% of D)

\$0.00

F. Less Total Previous Payments

\$0.00

G. Payment Due Less Retention

\$0.00

H. Remaining Authorized Amount

\$0.00

I certify that the materials have been received by me or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer

Date

Construction Engineer

Date

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)

\$0.00

Previous Retention Withheld in PO or in Escrow

\$0.00

Add'l Amt to Withhold in PO/Transfer in Escrow:

\$0.00

Amt to Release to Contractor from PO/Escrow:

\$0.00

Contractor Signature and Date: _____

APPENDIX E

LOCATION MAP



Engineering & Capital Projects

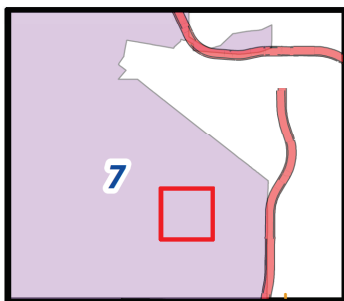
San Carlos Interconnect and Transmission Pipelines

SENIOR ENGINEER
ERIC RUBALCAVA
619-533-3647

PROJECT MANAGER
RAMESIS BUSTAMANTE
619-533-3789

PROJECT ENGINEER
ART ARVIZU
619-533-4139

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov



Legend

— San Carlos Interconnect And Transmission Pipeline (1.38 mi)



COMMUNITY NAME: NAVAJO

COUNCIL DISTRICT: 7

WBS NO: B-2110



Date: 11/6/2024

San Carlos Interconnect and Transmission Pipeline

K-25-2385-DBB-3

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APPENDIX F

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix F

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

1. _____
2. _____
3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

1. Proper Storage of Materials & Equipment
2. Proper Operation of Equipment
3. Adherence to Plans and Specs
4. Review of QC Tests
5. Safety Inspection

Initials:

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX G
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_wq2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.			
Qualified Person Conducting Tests:		signature					
By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.							
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE							
Event #1							
Discharge Location ¹	Catergory ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)	Exceedence ⁷	Notes
Inlet Location	<input type="checkbox"/> Superchlorinated (Chlorine added for disinfection)	<input type="checkbox"/> TSW (All Categories)	<input type="checkbox"/> Sweep flow path (gutter, street, etc.)	Total	Measure	Limit	Report exceedence to RE & complete page 2 of 2
Start	<input type="checkbox"/> Large Volume (≥ 325,850 gal)	<input type="checkbox"/> PUD (All Categories)	<input type="checkbox"/> Dechlorination (diffusers, chemicals, etc.)	Reused (if any)	Chlorine	0.1 mg/L= Exceedence	
Date:	<input type="checkbox"/> Well Dev/Rehab (Not Typical)	<input type="checkbox"/> Water Board (Large Volume Only)	<input type="checkbox"/> Inlet Protection		Turbidity	20 NTU= Exceedence 225 NTU= Exceedence for Ocean	
Time:	<input type="checkbox"/> Small Volume/Other (No Sampling Required)	<input type="checkbox"/> County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	<input type="checkbox"/> Erosion Controls		pH	Range 6.5 to 8.5	
Date:			<input type="checkbox"/> Sediment Controls				
Time:							
Event #2							
Discharge Location ¹	Catergory ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)	Exceedence ⁷	Notes
Inlet Location	<input type="checkbox"/> Superchlorinated (Chlorine added for disinfection)	<input type="checkbox"/> TSW (All Categories)	<input type="checkbox"/> Sweep flow path (gutter, street, etc.)	Total	Measure	Limit	Report exceedence to RE & complete page 2 of 2
Start	<input type="checkbox"/> Large Volume (≥ 325,850 gal)	<input type="checkbox"/> PUD (All Categories)	<input type="checkbox"/> Dechlorination (diffusers, chemicals, etc.)	Reused (if any)	Chlorine	0.1 mg/L= Exceedence	
Date:	<input type="checkbox"/> Well Dev/Rehab (Not Typical)	<input type="checkbox"/> Water Board (Large Volume Only)	<input type="checkbox"/> Inlet Protection		Turbidity	20 NTU= Exceedence 225 NTU= Exceedence for Ocean	
Time:	<input type="checkbox"/> Small Volume/Other (No Sampling Required)	<input type="checkbox"/> County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	<input type="checkbox"/> Erosion Controls		pH	Range 6.5 to 8.5	
Date:			<input type="checkbox"/> Sediment Controls				
Time:							

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible	<input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible	<input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
 - 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
 - 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:
- | Contact | When to Notify | Email |
|-----------------------|---|---|
| TSW | 3 days prior to all discharges | SWPPP@SanDiego.gov |
| PUD | 3 days prior to all discharges | CompReports@SanDiego.gov
Rdavenport@SanDiego.gov |
| San Diego Water Board | 3 days prior to Large Volume discharges | SanDiego@WaterBoards.ca.gov
Ben.Neill@WaterBoards.ca.gov |
| County of San Diego | 3 days prior if 100,000 gal and within 1/4 mile of ocean/bay
3 days prior if enter county MS4 or unincorporated County | DEH: Joseph.Palmer@SDCounty.ca.gov
Dominique: Edwards@SDCounty.ca.gov
WPP: Nicholas.DeValle@SDCounty.ca.gov
LUEG: Watersheds@sdcounty.ca.gov |
- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
 - 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
 - 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean
		100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX H

HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____ 24 HR. PHONE () _____
ADDRESS _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE / /

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES ☐ FLAMMABLE ☐ TOXIC
☐ SOLID ☐ LIQUID | ☐ CORROSIVE ☐ REACTIVE ☐ OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident #

[illegible]

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity	<input type="checkbox"/>	GAL	<input type="checkbox"/>	LBS	<input type="checkbox"/>	FT ³
Chemical	Quantity	<input type="checkbox"/>	GAL	<input type="checkbox"/>	LBS	<input type="checkbox"/>	FT ³
Chemical	Quantity	<input type="checkbox"/>	GAL	<input type="checkbox"/>	LBS	<input type="checkbox"/>	FT ³
Clean-Up Procedures & Timeline:							
Completed By:				Phone:			
Print Name:				Title:			

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR TIME OES NOTIFIED (use 24 hr time) OES CONTROL NO.		
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE ____ DAYS ____ HOURS ____ MINUTES
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX I

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX J

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1

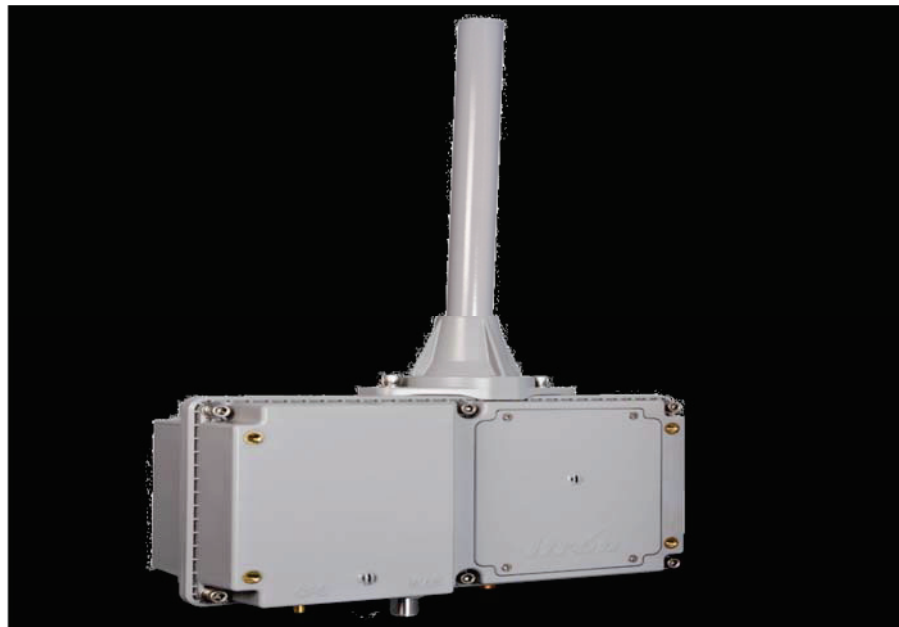


- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



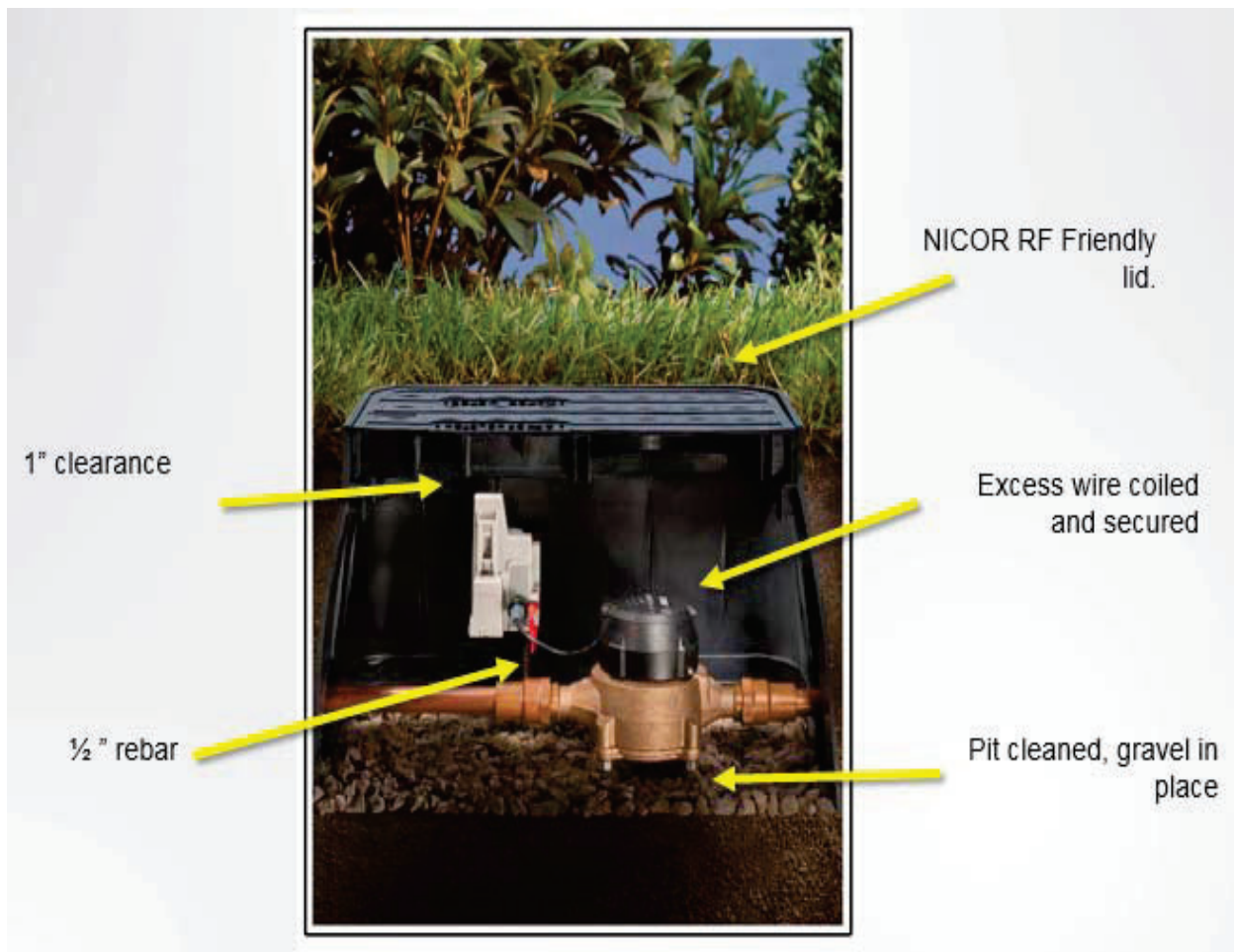
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

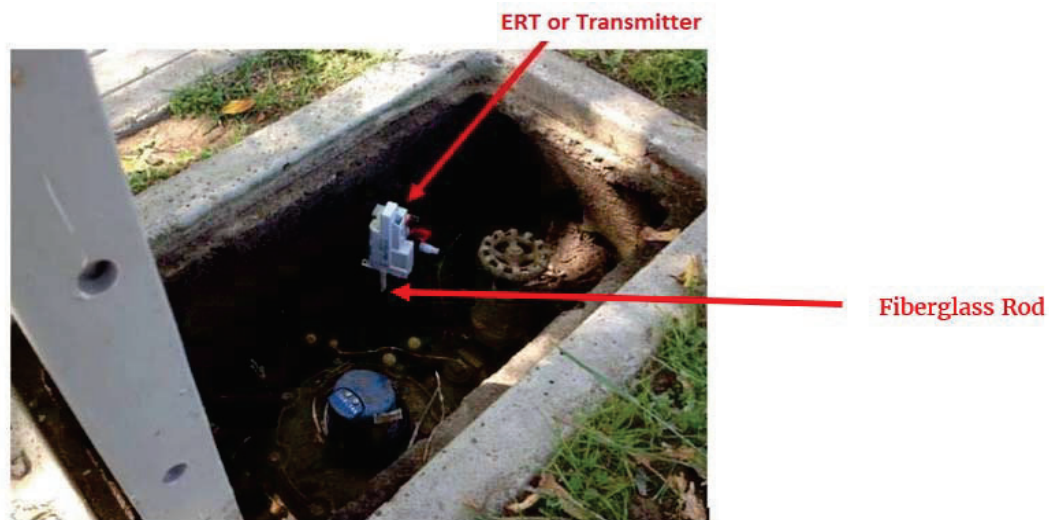


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

Rev. 9.11.2023

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Filanc, herein called "Contractor" for construction of **San Carlos Interconnect and Transmission Pipeline**; Bid No. **K-25-2385-DBB-3**; in the total amount of Ten Million Six Hundred Eighty Six Thousand Seven Hundred Eighty Five Dollars and Zero Cents (\$10,686,785.00), which is comprised of the Base Bid plus Additive Alternates A and C, consisting of an amount not to exceed \$6,505,292.00 for Phase I, \$4,143,571.00 for Phase II, and \$37,922.00 for Phase III.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

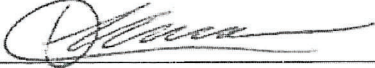
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phase Funding Schedule Agreement.
 - (e) That certain documents entitled **San Carlos Interconnect and Transmission Pipeline**, on file in the office of the Purchasing & Contracting Department as Document No. **B-21109**, 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 **San Carlos Interconnect and Transmission Pipeline**, Bid Number **K-25-2385-DBB-3**, San Diego, California.
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

CONTRACT AGREEMENT (continued)

5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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

CONTRACTOR

By: 

Print Name: Omar Rodea

Title: President

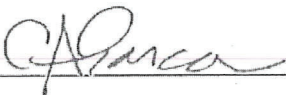
Date: May 22, 2025

City of San Diego License No.: B1994000641

State Contractor's License No.: 134877

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001631

THE CITY OF SAN DIEGO

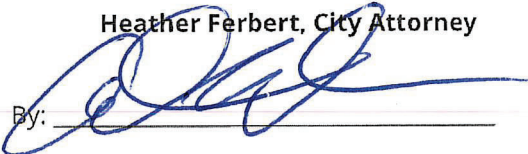
By: 

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: May 27, 2025

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: 

Print Name: ADAM WANDER
Deputy City Attorney

Date: 6/4/25

ATTACHMENT H
PROJECT LABOR AGREEMENT

ORIGINAL

CITY OF SAN DIEGO
PROJECT LABOR AGREEMENT
FOR
CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS
AND OTHER PROJECTS

DOCUMENT NO 00- 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 as-built 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.

Section 3.2 Exclusions. 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.
- (b) Off-site manufacturing, fabrication, maintenance, hauling of 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 non-discriminatory 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.

- Section 3.7** Binding Signatories Only. 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

UNION RECOGNITION AND EMPLOYMENT

- 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.
- (b) The local Unions will exert their best efforts to recruit and refer 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.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. 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.

Section 4.6 Core Employees. 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.

Section 4.8 Lack of Referral Procedure. 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.

Section 4.9 Union Membership. 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

Section 5.1 Access to Project Sites. 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.

Section 5.3 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.

Section 5.4 Employees on Non-Covered Projects. 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

Section 6.1 Wages. 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.

Section 6.3 Wage Premiums. 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.

Section 7.2 Employee Violations. 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 Union-signatory 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.

Section 7.7 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

Section 8.1 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.

Section 8.2 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.

Section 8.3 Failure to Comply. 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

MANAGEMENT RIGHTS

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.

Section 9.3 Use of Materials. 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, pre-piped, 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

SETTLEMENT OF GRIEVANCES AND DISPUTES

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.

Section 10.2 Processing Grievances. 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.

Section 10.3 Limit on Use of Procedures. 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 Drug and Alcohol Testing Policy. 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 Workplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.

Section 12.3 Inspection. 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

Section 14.1 **Importance of Training.** The Parties and Contractors recognize the need to 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 journey person 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 journey person 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

LEGAL ACTION

Section 15.1 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 Labor/Management Collaboration Meetings. 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

SAVINGS AND SEPARABILITY

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.

Section 18.2 Effect of Injunctions or Other Court Orders. 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

Section 20.1 Amendments. 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.

Section 21.4 Final Termination. 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) Jobs Coordinator. 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 pre-qualification 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.

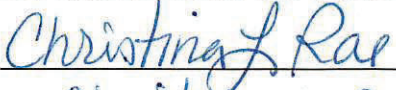
In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

CITY OF SAN DIEGO

By: 
Name: Todd Gloria
Title: Mayor
Dated: July 1, 2024

APPROVED AS TO FORM

MARA W. ELLIOTT, CITY ATTORNEY

By:  for Bonny Hsu
Name: Christina L. Rae
Title: Deputy City Attorney
Dated: July 1, 2024

SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: *Carol Kim*
70D82C890EED49C

Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

SIGNATORY UNIONS

(See Attached)

SIGNATORY UNIONS

DocuSigned by:
By: Michael Patterson
Aligned Workers Local 5

DocuSigned by:
By: Luis Miramontes
Boilermakers Local 92

DocuSigned by:
By: Chris Brisson
Brooklyn & Allied Crafts Local 4

DocuSigned by:
By: Jack Alvarado
Cement Masons Local 500 / Area 744

DocuSigned by:
By: [Signature]
Electrical Workers Local 569

DocuSigned by:
By: [Signature]
Elevator Constructors Local 18

DocuSigned by:
By: Ernesto Toscano
Painters & Allied Trades District Council 36

DocuSigned by:
By: Brant Coleman
Iron Workers Local 229

By: _____
Laborers Local 89

DocuSigned by:
By: Christian Betancourt
Plasterers Local 200

DocuSigned by:
By: Jose Sanchez
Plaster Tenders Local 1414

By: _____
Operating Engineers Local 12

DocuSigned by:
By: Steve Beringer
Plumbers & Pipefitters Local 230

By: _____
Operating Engineers Local 12

DocuSigned by:
By: Paul Colmenero
Roofers & Waterproofers Local 45

By: _____
Operating Engineers Local 12

DocuSigned by:
By: [Signature]
Laborers Local 1184

DocuSigned by:
By: Dave Gauthier
Sheet Metal Workers' Local 206

DocuSigned by:
By: Ed Leann
Laborers Local 345

DocuSigned by:
By: Jose Estrada
Teamsters Local 166

DocuSigned by:
By: Ricardo Perez
UA Local 345

DocuSigned by:
By: SERGIO RASCON
Laborers Local 300

DocuSigned by:
By: Todd Barry on behalf of B.M. Robert Cooper, Jr.
Road Sprinkler Fitters Local 669

DocuSigned by:
By: Jon Preciado
Southern California District Council of Laborers

DocuSigned by:
By: Doug Hick
Southwest Regional Council of Carpenters

DocuSigned by:
By: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: Michael Patterson
DocuSigned by:
 Allied Workers Local 5

By: Luis Miramontes
DocuSigned by:
 Boilermakers Local 92

By: Chris Brisson
DocuSigned by:
 Bricklayers & Allied Crafts Local 4

By: Jack Alvarado
DocuSigned by:
 Cement Masons Local 500 / Area 744

By: [Signature]
DocuSigned by:
 Electrical Workers Local 569

By: _____
 Elevator Constructors Local 18

By: _____
 Painters & Allied Trades District Council 36

By: Beau Coleman
DocuSigned by:
 Iron Workers Local 229

By: Valentine R. Macedo
 Laborers Local 89

By: Christian Betancourt
DocuSigned by:
 Plasterers Local 200

By: Jose Sanchez
DocuSigned by:
 Plaster Tenders Local 1414

By: _____
 Operating Engineers Local 12

By: Steve Beringer
DocuSigned by:
 Plumbers & Pipefitters Local 230

By: _____
 Operating Engineers Local 12

By: Paul Colmenero
DocuSigned by:
 Roofers & Waterproofers Local 45

By: _____
 Operating Engineers Local 12

By: _____
 Laborers Local 1184

By: Dave Gauthier
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 Sheet Metal Workers' Local 206

By: Ed Iann
DocuSigned by:
 Laborers Local 345

By: Jose Estrada
DocuSigned by:
 Teamsters Local 166

By: Ricardo Perez
DocuSigned by:
 UA Local 345

By: SERGIO RASCON
DocuSigned by:
 Laborers Local 300

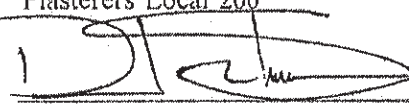
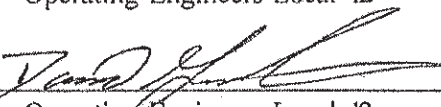
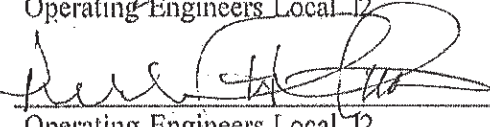
By: Todd Barry on behalf of B.M. Robert Cooper, Jr.
DocuSigned by:
 Road Sprinkler Fitters Local 669

By: Jon Preciado
DocuSigned by:
 Southern California District Council of Laborers

By: _____
 Southwest Regional Council of Carpenters

By: Victor Torres
DocuSigned by:
 Teamsters Local 481

SIGNATORY UNIONS

By: _____ Allied Workers Local 5	By: _____ Boilermakers Local 92
By: _____ Bricklayer & Allied Crafts Local 4	By: _____ Cement Masons Local 500 / Area 744
By: _____ Electrical Workers Local 569	By: _____ Elevator Constructors Local 18
By: _____ Painters & Allied Trades District Council 36	By: _____ Iron Workers Local 229
By: _____ Laborers Local 89	By: _____ Plasterers Local 200
By: _____ Plaster Tenders Local 1414	By:  _____ Operating Engineers Local 12
By: _____ Plumbers & Pipefitters Local 230	By:  _____ Operating Engineers Local 12
By: _____ Roofers & Waterproofers Local 45	By:  _____ Operating Engineers Local 12
By: _____ Laborers Local 1184	By: _____ Sheet Metal Workers' Local 206
By: _____ Laborers Local 345	By: _____ Teamsters Local 166
By: _____ UA Local 345	By: _____ Laborers Local 300
By: _____ Road Sprinkler Fitters Local 669	By: _____ Southern California District Council of Laborers
By: _____ Southwest Regional Council of Carpenters	By: _____ 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

To 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 Parties 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 No. _____ and Name of Covered Project]**, and this Company shall 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.

Sincerely,

[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 Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM

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.

C O N T R A C T O R U S E O N L Y

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

TO:	Local Union and #	
	Email/Fax	
	Phone	
CC:	Project Labor Coordinator	
	Email/Fax	
FROM:	Contractor	
	Issued by	
	Email/Fax	
	Phone	

UNION CRAFT WORKER REQUEST

Craft Classification	Journeyman or Apprentice	Local Worker and/or Veteran	No. of Workers
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
Total Number of Workers Requested:			

In accordance with the PLA, Article 4, Union Recognition and Employment, we are requesting the union:

* Please provide priority referral of Local Workers, based on zip code residence as described on the following page, or veteran status.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:		Reporting Time:	
Reporting To:		On Site Phone:	
Project Name:			
Project Location:			
Special Instructions:			

City of San Diego PLA Attachment C-1: Workforce Dispatch Request Form [Page 1 of 2]

U N I O N U S E O N L Y

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
	<input type="checkbox"/> JM <input checked="" type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

* 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.

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	
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	
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107	
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									

ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM

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.

C O N T R A C T O R I N F O R M A T I O N			
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:

- Be either a journeyperson or Apprentice;
- 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
- 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

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)(1) 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:
 - 1) 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/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
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):

Immunoassay: 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.

Alternate technology: 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-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ **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 Methylendioxyamphetamine (MDMA)

⁵ Methylendioxyamphetamine (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

APPENDIX A –

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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

San Carlos Interconnect and Transmission Pipeline

(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2385-DBB-3**; SAP No. (WBS) **B-21109**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

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.

I also certify that I am an official representative for _____ the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20____

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____

in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4 – CONTROL OF MATERIALS of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Signature of Supplier

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	Name of Individual Acting as Jobs Coordinator	DBE Certification Number (if Applicable)	Amount of Work by Subcontractor in Dollars

Bidder Signature: _____ Dated: _____

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 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.
- C. Conduct orientations, job fairs, and community outreach meetings in the local community.
- D. Screen and certify the Targeted and/or Veteran Workers status.
- E. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran workers and apprentices.
- F. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.
- G. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.
- H. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.
- I. Be the point of contact to provide information about available job opportunities on projects.
- J. 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.
- K. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local hiring goal.

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. SUBCONTRACTORS FOR ALTERNATES**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- F. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That Filanc as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

San Carlos Interconnect and Transmission Pipeline

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 6th day of March, 20 25

Filanc (SEAL)
(Principal)

Travelers Casualty and Surety
Company of America (SEAL)
(Surety)

By: Melinda Young
(Signature)

By: Cheryl L McAleenan
(Signature)

Cheryl L McAleenan, Attorney-in-Fact

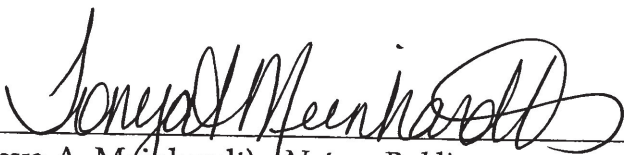
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

STATE OF Missouri
COUNTY OF St. Louis

On this 6th day of March, 2025, before me personally appeared
Cheryl L. McAleenan, with whom I am personally acquainted, who,
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety
Company of America, the corporation described in and which executed the foregoing
instrument; that she knows the corporate seal of said Company; that said seal affixed to said
instrument is such corporate seal; that it was so affixed by authority of the Board of Directors
thereof and of her office under the Standing Resolutions of said Company; and that she signed
his/her name thereto as Attorney- in-Fact by like authority.



NOTARY STAMP


(Tonya A. Meinhardt) -Notary Public
Commission Number: 12618776
My Commission Expires: August 15th, 2028.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Cheryl L McAleenan** of **Maryland Heights**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **March**, **2025**.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

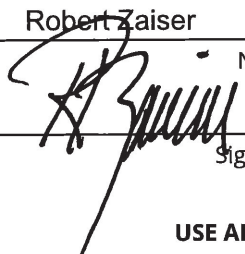
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Filanc

Certified By Robert Zaiser Title Vice President
 Name
 Signature Date Feb. 11, 2025

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS FOR ALTERNATES

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (<i>Negative</i> if Deductive)
Additive Alternate A	Name: Frank and Son Paving Address: 1019 3rd Ave City: Chula Vista State: CA Zip: 91911 Phone: 619-422-8322 Email: franknsonpaving@yahoo.com	612545	1000009502	Constructor	Asphalt Paving	\$351,550
Additive Alternate A	Name: Statewide Stripes Address: PO Box 600710 City: San Diego State: CA Zip: 92160 Phone: 858-560-6887 Email: sean@statewidestripes.com	788286	1000001334	Constructor	Asphalt Striping	\$38,750
Additive Alternate C	Name: Statewide Stripes Address: PO Box 600710 City: San Diego State: CA Zip: 92160 Phone: 858-560-6887 Email: sean@statewidestripes.com	788286	1000001334	Constructor	Asphalt Striping	\$23,091
Additive Alternate C	Name: Southwest Traffic Signal Address: PO Box 1297 City: El Cajon State: CA Zip: 92022 Phone: 619-442-3343 Email: mmichel@southwestsignal.com	451115	1000004265	Constructor	Traffic Signal Loops	\$14,000

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING
SLBE/ELBE PARTICIPATION GOALS**

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Filanc		N/A	
Street Address	City	State	Zip
740 N. Andreasen Drive	Escondido	CA	92029
Contact Person, Title		Phone	Fax
Robert Zaiser, Vice President		760-941-7130	760-941-3969

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
Please see Attachment A	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

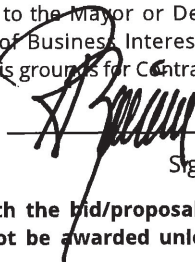
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Robert Zaiser, Vice President

Print Name, Title



Signature

Feb. 11, 2025

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.

Feb. 11, 2025

Re: Acquisition of Filanc by Alberici Constructors Holding, LLC

To Whom It May Concern:

We are pleased to announce that as of Nov 1, 2023, Filanc has been acquired by Alberici Constructors Holdings, LLC (ACH). ACH is headquartered in St. Louis, Missouri with offices throughout North America. ACH's ownership structure is as follows:

100% ownership interest in Filanc

ACH is a Missouri LLC

ACH's operating managers are: Jose Garcia, Richard Jagers, Greg Hesser

ACH's parent company is Alberici Corporation.

Jose Garcia, President	St. Louis, MO
Richard Jagers, CEO	St. Louis, MO
Greg Hesser, Executive Chairman	St. Louis, MO

This change in ownership will allow Filanc to continue to operate under its current name of Filanc. Please feel free to reach out if you have any questions.

Sincerely,



Omar Rodea

President

Filanc

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Please see Attachment A	

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

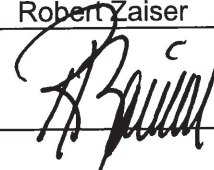
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Filanc

Certified By Robert Zaiser Title Vice President


 Name
 Signature

Date Feb. 11, 2025

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

Feb. 11, 2025

Re: Acquisition of Filanc by Alberici Constructors Holding, LLC

To Whom It May Concern:

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ACH's operating managers are: Jose Garcia, Richard Jagers, Greg Hesser

ACH's parent company is Alberici Corporation.

Jose Garcia, President	St. Louis, MO
Richard Jagers, CEO	St. Louis, MO
Greg Hesser, Executive Chairman	St. Louis, MO

This change in ownership will allow Filanc to continue to operate under its current name of Filanc. Please feel free to reach out if you have any questions.

Sincerely,



Omar Rodea

President

Filanc

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Please see attached	

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

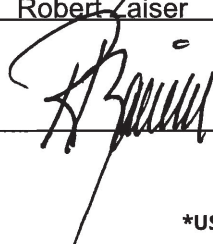
NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Filanc

Certified By Robert Zaiser Title Vice President



Name

Date Feb. 11, 2025

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Michael McGrath	President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

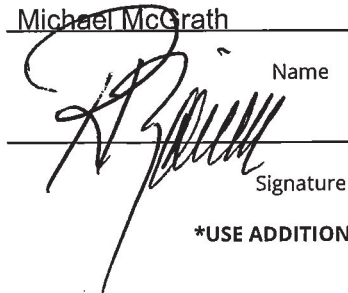
NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: McGrath Holding

Certified By Michael McGrath Title President

Name

 Signature

Date March 11, 2025

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer:

<input checked="" type="checkbox"/> SUBCONTRACTOR	<input type="checkbox"/> SUPPLIER	<input type="checkbox"/> MANUFACTURER
Ryan T. Clark		
President and General Manager		

<input type="checkbox"/> SUBCONTRACTOR	<input type="checkbox"/> SUPPLIER	<input type="checkbox"/> MANUFACTURER

<input type="checkbox"/> SUBCONTRACTOR	<input type="checkbox"/> SUPPLIER	<input type="checkbox"/> MANUFACTURER

<input type="checkbox"/> SUBCONTRACTOR	<input type="checkbox"/> SUPPLIER	<input type="checkbox"/> MANUFACTURER

Contractor Name: Southwest Traffic Signal Service Inc

Certified By: Musael Michel Title: Project Engineer and Estimator

 Date: 3/11/2025

Signature

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal Individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate If principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
ESCP DTFS Inc.	Owner

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Koppl Pipeline Services, Inc.

Certified By Anthony Schneller Title Secretary

Name
Anthony Schneller
 Signature

Date 3-11-2025

*USE ADDITIONAL FORMS AS NECESSARY**

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal In the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate If principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
David Bilhante	President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Statewide Stripes, Inc. J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Sean Bayot Title Estimator/Project Manager

Name

Sean Bayot

Signature

3/11/2025

Date

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Rafael Teran	president

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

J.R. FILANG CONSTRUCTION COMPANY, INC..

Contractor Name: RECTRUCKING INC DBA RECONCRETE

Certified By Rafael Teran Title president

Name

[Signature]

Signature

Date 3-11-2025

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Cecilia Kathleen Ostlund	President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Cecilia's Safety Service, inc. J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Cecilia Kathleen Ostlund Title President

Name

Cecilia Kathleen Ostlund

Date 02/27/2025

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Kurt Eddy	President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Pavement Recycling Systems J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Allie Schatz Title Branch Estimator

Name
Allie Schatz
Signature

Date 3/11/2025

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Frank C Vasquez	Vice President

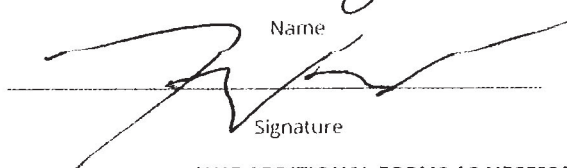
☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Contractor Name: Frank and Son Paving Inc J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By: Frank C Vasquez Title: Vice President


 Name _____
 Signature _____
 Date: 3/10/25

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal Individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please Indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Daniel Davalos	President
Heather Davalos	Vice President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

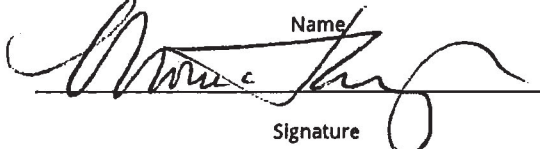
NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Caleb Underground Construction, Inc J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Monica Taylor Title Executive Project Coordinator


 Name
 Signature

Date 2/28/25

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Danny Barnett	President, Barnett Quality Control Services, Inc. dba NOVA Services

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: NOVA Services J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Danny Barnett Title President

Name

Danny Barnett

Signature

Date March 3, 2025

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Sedlaris Contracting Christine Rheinhardt	Treasurer / Subcontractor

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Sedlaris Contracting J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By: Christine Rheinhardt Title Treasurer / Subcontractor


Signature

Date 3/3/25

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Ruben Claudio	President/Owner

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: RAC Construction & Engineering, Inc. J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Ruben Claudio Title President/Owner

 Name

Date 3-11-25

Signature

USE ADDITIONAL FORMS AS NECESSARY*

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: Filanc

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sanidiego.gov
Phone No. (619) 533-4491

ADDENDUM A



FOR

SAN CARLOS INTERCONNECT AND TRANSMISSION PIPELINE

BID NO.:	K-25-2385-DBB-3
SAP NO. (WBS/IO/CC):	B-21109
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	7
PROJECT TYPE:	KA

BID DUE DATE:

**2:00 PM
MARCH 6, 2025**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



1) Registered Engineer

02/24/2025

Date

Seal:



2) For City Engineer

2/24/2025

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Is Builders Risk Coverage required? If yes, is it for the full contract amount?

A1. Builders Risk Coverage is not required. Review Insurance requirements in the Supplementary Special Provisions, Attachment E, section 5-4 of the solicitation document.

Q2. Builders Risk: Is Flood coverage required? If yes, for the full contract amount, or what limit is required for Flood?

A2. Builders Risk Coverage is not required.

Q3. Builders Risk: Is Earthquake coverage required? If yes, for the full contract amount, or what limit is required for Earthquake?

A3. Builders Risk Coverage is not required.

Q4. Hazardous Transporters Pollution Liability: Will the City accept coverage that responds for loss & claim expenses legally obligated to pay as a result of a CPL claim, but only if the BI/PD occurs because of a pollution event that arises out of the transportation of materials as a result of covered operations. Definition of Pollution as follows: Definition of Pollution as follows: Pollution Event is defined as, the discharge, dispersal, release, escape, or growth of any solid, liquid, gaseous, or thermal irritant, contaminant, or pollutant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, Fungus, legionella pneumophila, waste, or low-level radioactive waste, and materials defined in the Code of Federal Regulations, Title 10, Part 61 (10 CFR 61) in concentrations at levels in excess of those naturally present in the environment.

A4. The City will accept Hazardous Transporters Pollution Liability coverage based on the description provided. Refer to Supplementary special provisions, Attachment E, Section 5-4.2.5 of the solicitation document.

- Q5. Confirmation the Excess Liability limits can be used to meet the General Liability Limit requirements.
- A5. Confirmed, it can be used only if the General Liability Policy is included in the Umbrella or Excess Policy.
- Q6. Could you clarify how you want us to bid any items that are not listed in the main bid or the additive alternates. This in regard to the traffic striping portion of the project. There are items that aren't covered by the additive alternative C and the main bid item codes. For example: detail 32 is on the Cowels Mt Bld striping plan, but is not mentioned below.
- A6. The additional painted and thermoplastic traffic striping Bid items in Alternate C are bid items that are specifically related to *additional* bike lane facility striping that are not currently present within the existing limits of work. All existing striping that would be impacted by the proposed construction work of the Base bid shall be removed and shall be replaced under the base bid Lump Sum items for "Removal and Replacement of Existing Paint Striping" and "Removal and Replacement of Existing Thermoplastic Striping and Markings". Detail 32 does not have its own bid item in alternate C because it is an existing stripe and therefore shall be covered under the relevant aforementioned base bid Lump Sum items.
- Q7. Under what bid item is striping restoration associated with Add A?
- A7. All existing striping that would be impacted by issuing Additive Alternate A shall be removed and shall be replaced under the Additive Alternate A Lump Sum items for "Removal and Replacement of Existing Paint Striping (Alt A)" and "Removal and Replacement of Existing Thermoplastic Striping and Markings (Alt A)". See revised Bid Schedule per this addendum. All existing striping that would be impacted by the proposed construction work of the Base bid shall be removed and shall be replaced under the base bid Lump Sum items for "Removal and Replacement of Existing Paint Striping" and "Removal and Replacement of Existing Thermoplastic Striping and Markings".

- Q8. Under what bid item includes removal of existing striping associated with Add C?
- A8. The additional painted and thermoplastic traffic striping Bid items in Additive Alternate C are bid items that are specifically related to *additional* bike lane facility striping that are not currently present within the existing limits of work. All existing striping that would be impacted by the proposed construction work of the Base bid shall be removed and shall be replaced under the base bid Lump Sum items for "Removal and Replacement of Existing Paint Striping" and "Removal and Replacement of Existing Thermoplastic Striping and Markings".
- Q9. Please confirm the quantity of Bid Item 21 (8" Water Main). Other than the trenchless pipe which is paid under Bid Item 48, we can only locate 506 LF of 8" Water Main.
- A9. The quantity for bid item "Water Main (8 Inch)", shall be revised from 938 LF to 488 LF)". The removal of 450 LF from this bid item is included in the Bid item for "Water Main by Sliplining Existing Casing (Fusible Pressure PVC Pipe 8 Inch, 20 inch casing)". See revised Bid Schedule per this addendum.
- Q10. Please confirm the quantity for Bid Item 24 (16" Water Main). We've identified only 4,704 LF of 16" water main on the plans.
- A10. The quantity for the bid item of "Water Main (16-Inch)", shall be revised from 5,089 LF to 5,116 LF to include additional quantities for pipe connections. See revised Bid Schedule per this addendum.
- Q11. Please confirm the quantity of Bid Item 63- Connect to Existing System 8"-12" as we've identified only 8 connections of this size.
- A11. The quantity for the bid item of "Connections to The Existing System by Contractor (8 Inch through 12 Inch)", is confirmed to be 9 EA. Please refer to Attachment E Supplementary Special Provisions, Section 01020 Construction Sequence and Pipeline Shutdowns for additional information on connections to the existing system:
1. (1) Connect to Ex System 10", Sheet C-1 STA 1+94, and Specification 01020-6, Phase 5
 2. (1) Connect to Ex System 10", Sheet C-10, STA 1+00, and Specification 01020-4, Phase 2

3. (1) Connect to Ex System 10", Sheet C-10, STA 2+79.66, 25' RT, and Specification 01020-4, Phase 2
 4. (1) Connect to Ex System 12", Sheet C-6, STA 33+66.72, 15' RT, and Specification 01020-4, Phase 2
 5. (1) Connect to Ex System 12", Sheet C-6, STA 33+66.72, 50' LT, and Specification 01020-4, Phase 2
 6. (1) Connect to Ex System 12", Sheet C-12, STA 1+00.00, 12' LT, and Specification 01020-4, Phase 2
 7. (1) Connect to Ex System 12", Sheet C-12, STA 1+00.00, 0' RT and Specification 01020-4, Phase 2
 8. (1) Connect to Ex System 8", Sheet C-19, STA 10+41.74, 15' AHD and Specification 01020-7, Phase 7
 9. (1) Connect to Ex System 8", Sheet C-7 STA 3+06, 15' LT, and Specification 01020-9, Phase 9
- Q12. Please confirm the quantity of Bid Item 64- Connect to existing system 16", as we've identified 2 (C-1 Sta. 9+61, C-2 Sta. 1+00).
- A12. The quantity for the bid item of "Connections to The Existing System by Contractor (16 Inch)", shall be revised from 1 EA to 2 EA.
- Q13. Please confirm the quantity 1 EA for Bid Item 65. We've identified 2 connections to existing 20" (C-8 Sta. 1+40, C-9 Sta. 10+41).
- A13. The quantity for the bid item of "Connections to The Existing System by Contractor (20 Inch)" shall be revised from 1 EA to 2 EA.
- Q14. Please confirm the quantity 2 EA of Bid Item 66-Connect to Existing 24". We've identified only 1 possible 24" connection on Sheet C-7 Sta. 1+00, however, the plans are not clear as it says this is "future" connection to the Carlos Reservoir. Please clarify.
- A14. The quantity for the bid item of "Connections to The Existing System by Contractor (24 Inch)", shall be revised from 2 EA to 0 EA. Future 24" connection to San Carlos Reservoir at STA 1+00 is By Others.

- Q15. Please confirm the quantity 1 EA for Bid Item 68. We've identified 2 EA cut and plugs 1) 24" Water Detail A on C-20, 2) 24" SCRC Water C-7 Note 1.
- A15. The quantity for the bid item of "Cut and Plug by Contractor", shall be revised from 1 EA to 2 EA.
- Q16. Bid item 61- Highline Installation includes a quantity of 875 LF. Is there a highline routing plan depicting source water (Hydrant connections), etc.?
- A16. Highline installation by Contractor shall be provided to services affected by the water main replacement. High-lining notes in the drawings provide stationing of water main replacement with affected existing services. A high-line routing plan is not available. The Contractor shall determine routing of contractor installed high-lining. Contractor shall bypass sections of the existing water main line with a temporary above-ground supply line (high-line) to services affected by the water main replacement and in phases shown in the contract documents. Please refer to Attachment E Supplementary Special Provisions, Section 01020 Construction Sequence and Pipeline Shutdowns for additional information high-lining installed by Contractor.
- Q17. Please confirm whether Bid Item 67- Pavement Restoration for Final Connection is to include mill and overlay of the trench and influence area and whether the mill and overlay area is the area measured for payment under this item.
- A17. "Pavement Restoration for Final Connection" only includes traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection per Whitebook, Section 901-2.5, "Payment". Work such as milling, asphalt overlay, and other permanent resurfacing work associated with the pipe installation, along with all other Work (excluding temporary resurfacing) necessary to install the pipe or conduit, complete in-place, including its influence area, shall be included in the payment for the pipe per 306-15.1, "Payment".
- Q18. On sheet C-8 at station 1+95.36, there is a proposed fire hydrant shown to be constructed on the 8" fusible PVC pipe that is to be sleeved within the existing 20" SCRC pipe. Please provide details for this connection

and how the sleeve is to be patched or left open at this location where the fire hydrant connects to the mainline as it will be within the sleeve. Also, the pipe within the sleeve requires flowable grout to be placed between the 8" pipe and the 20" sleeve, please provide a detail for sealing the sleeve at this location where the tee and valve are located.

- A18. The existing 20" SCRC pipe shall be removed to install the proposed fire hydrant at station 1+95.36 and 2" irrigation service at 2+00.36. The length of existing 20" SCRC pipe removed will not be replaced. The existing 20" SCRC pipe remaining as a sleeve for the proposed 8" fusible PVC will not be continuous. The Contractor shall provide a work plan with information detailing installation plan per Section 209-8.4.1, "Pre-Construction Submittals", and shall be submitted as a pre-construction submittal.

The void between the existing 20" SCRC pipe and proposed 8" fusible PVC pipe shall be filled with flowable grout per the Cross Section of 8" Fusible Pipe Within Ex 20" SCRC Pipe detail on Drawing Sheet C-8. The Contractor shall provide a work plan with information detailing the grout design mixes, installation plan and contingency plan for all grouting per Section 209-8.4.1, "Pre-Construction Submittals", and shall be submitted as a pre-construction submittal.

- Q19. Will there be connection fees for each proposed connection charged by the City of San Diego or will connection fees be waived?
- A19. Connection fees will not be required for the existing water service replacements.

C. NOTICE INVITING BIDS

1. To Section 3, **ESTIMATED CONSTRUCTION COST**, page 6 ,**DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$7,210,000.00**.

D. ADDITIONAL CHANGES

- The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been ~~Stricken out~~.

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237110	Water Main (8 Inch)	LF	938 <u>488</u>	306-15.1
Main Bid	237110	Water Main (16 Inch)	LF	5,089 <u>5,116</u>	306-15.1
Main Bid	237110	Connections to The Existing System by Contractor (16 Inch)	EA	4 <u>2</u>	901-2.5
Main Bid	237110	Connections to The Existing System by Contractor (20 Inch)	EA	4 <u>2</u>	901-2.5
Main Bid	237110	Connections to The Existing System by Contractor (24 Inch)	EA	2	901-2.5
Main Bid	237110	Cut and Plug by Contractor	EA	4 <u>2</u>	901-2.5
<u>Additive Alternate A</u>	<u>237110</u>	<u>Removal and Replacement of Existing Paint Striping (Alt A)</u>	<u>LS</u>	<u>1</u>	<u>314-4.3.7</u>
<u>Additive Alternate A</u>	<u>237110</u>	<u>Removal and Replacement of Existing Thermoplastic Striping and Markings (Alt A)</u>	<u>LS</u>	<u>1</u>	<u>314-4.4.6</u>

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 24, 2025*
San Diego, California

RA/MJN/na

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sanidiego.gov
Phone No. (619) 533-4491

ADDENDUM B



FOR

SAN CARLOS INTERCONNECT AND TRANSMISSION PIPELINE

BID NO.:	K-25-2385-DBB-3
SAP NO. (WBS/IO/CC):	B-21109
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	7
PROJECT TYPE:	KA

BID DUE DATE:

**2:00 PM
MARCH 11, 2025**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



1) Registered Engineer

02/27/2025

Date

Seal:



2) For City Engineer

2/27/2025

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. In reference to the Geotechnical Report, please clarify the interpretation of rock blow counts recorded in the borings and their implications for rippability along the proposed pipeline alignments? Specifically, how do the refusal depths in borings B-5, B-6, and B-7 correlate with excavation difficulty, and what excavation methods are recommended for sections encountering less weathered or very strong granitic rock?

A1. The shallowest refusal, which occurred at boring B-7, was at a depth of 9-ft. The other refusals were at depths of 14-ft and 16-ft. These are well below the planned excavation depths for the project so the Contractor should not encounter weathered granitic rock. The Geotech recommends that the Contractor have a rock breaker and an excavator with tiger teeth on site to assist with excavation just in case. However, more extreme methods of excavating should not be needed.

C. ADDENDUM

1. To Addendum A, Section C, NOTICE INVITING BIDS, **item 1**, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. To Section 3, **ESTIMATED CONSTRUCTION COST**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **\$6,670,000.00.**

D. 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 A	237110	Excavate and Export (Scheduled, 10 Inch)	CY	94 <u>42</u>	301-1.7
Additive Alternate A	237110	Excavate and Export (Unscheduled, 10 Inch)	CY	20 <u>10</u>	301-1.7
Additive Alternate A	237110	Class 2 Aggregate Base (Scheduled, 5 Inch)	CY	47 <u>21</u>	301-1.7
Additive Alternate A	237110	Class 2 Aggregate Base (Unscheduled, 5 Inch)	CY	10 <u>5</u>	301-1.7
Additive Alternate A	237110	Asphalt Concrete Base (Scheduled, 5 Inch)	CY	47 <u>21</u>	301-1.7
Additive Alternate A	237110	Asphalt Concrete Base (Unscheduled, 5 Inch)	CY	10 <u>5</u>	301-1.7
Additive Alternate A	237110	Cold Mill AC Pavement (2 inch - 3 inch)	SF	216,282 <u>85000</u>	302-5.2.1
Additive Alternate A	237110	Asphalt Concrete Overlay	TON	2700 <u>1100</u>	302-5.2.1

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 28, 2025*
San Diego, California

RA/MJN/na

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM C



FOR

SAN CARLOS INTERCONNECT AND TRANSMISSION PIPELINE

BID NO.:	K-25-2385-DBB-3
SAP NO. (WBS/IO/CC):	B-21109
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	7
PROJECT TYPE:	KA

BID DUE DATE:

**2:00 PM
MARCH 11, 2025**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

- Q1. Per Addendum B, the quantities for the Cold Mill pavement went from 216,282 SF to 85,000 SF, however no revised plan was provided. Sheet C-16 shows the add alt area for this pay item outlined as roughly Cowles Mountain Road from Tommy to Whelan and Tommy Drive and Tommy Street. The new quantity appears to include only the areas outside of the trench zone as payment under this item. Please confirm.
- A1. Confirmed. The Additive Alternate A Bid Item for "Cold Mill AC Pavement (2 inch – 3 inch)" only covers areas outside of the trench zone/influence area of trenching within the boundary of Alternate A shown in Sheet C-16. Payment for resurfacing work associated with areas of pipe trenching shall be covered in the payment for the pipeline bid item as conveyed on General Note 2 on Sheet C-16. Additionally, please refer to 306-15.1, "General" of the Whitebook and SSP.
- Q2. Per Addendum B, the quantities for the Asphalt Concrete Overlay have been changed from 2,700 Ton to 1,100 Ton. Sheet C-16 shows the add alt area for this pay item outlined as roughly Cowles Mountain Road from Tommy to Whelan and Tommy Drive and Tommy Street. The new quantity appears to include only the areas outside of the trench zone as payment under this item. Please confirm.
- A2. Confirmed. The Additive Alternate A Bid Item for "Asphalt Concrete Overlay" only covers areas outside of the trench zone/influence area of pipeline trenching within the boundary of Alternate A shown in Sheet C-16. Payment for resurfacing work associated with areas of pipe trenching shall be covered in the payment for the pipeline bid item as conveyed on General Note 2 on Sheet C-16. Additionally, please refer to 306-15.1, "General" of The Whitebook and SSP.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 5, 2025*
San Diego, California

RA/MJN/na

Bid Results

Bidder Details

Vendor Name Filanc
Address 740 N. Andreasen Drive
Escondido, California 92029
United States
Respondee Bob Zaiser
Respondee Title Vice President
Phone 760-941-7130
Email bids@filanc.com
Vendor Type CADIR
License # 134877
CADIR 1000001631

Bid Detail

Bid Format Electronic
Submitted 03/11/2025 1:30 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 413936

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Sub Listing for Alternates.pdf	Sub Listing for Alternates.pdf	SUBCONTRACTORS FOR ALTERNATES
Contractors Cert of Pending Actions.pdf	Contractors Cert of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Prime Debarment.pdf	Prime Debarment.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Vendor Debarment - Signed.pdf	Vendor Debarment - Signed.pdf	SUBS, SUPPL, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 12 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Caleb Underground Construction Inc 17598 Rancho De La Angel Rd Ramona, California 92065	ELBE, Constructor, Waterline Installation	1015183	2000006424	\$1,295,141.00	LAT, MALE, DBE, CADIR, MBE, SDB, Local
Cecilia's Safety Service, Inc. 1211 Distribution Way Vista, California 92081	SLBE, Constructor, Traffic Control	787634	1000012757	\$350,000.00	DBE, SDB, WBE, CADIR, FEM, CAU, ELBE, Local
Frank and Son Paving, Inc. P.O. Box 698 Bonita, California 91908	SLBE, Constructor, Asphalt Paving	612545	1000009502	\$320,000.00	WOSB, FEM, LAT, CADIR
Koppl Pipeline Services, Inc. 1228 Date Street Montebello, California 90640	Constructor, Linestop & Tie-ins	844802	1000000314	\$120,000.00	
McGrath Holdings, Inc PO BOX 2488 El Cajon, California 92021	ELBE, Designer, SWPPP	000000	1000037165	\$18,275.00	CADIR, ELBE, Local
NOVA Services, Inc. DVBE/SLBE 4373 Viewridge Avenue Suite B San Diego, California 92123	SLBE, Consultant, Geotech, Special Inspections & Testing	000000	1000007909	\$90,000.00	DVBE, CADIR, SLBE, SDVSB, Local
Pavement Recycling Systems 10240 San Sevaine Way Jurupa Valley, California 91752	Constructor, Cold Mill AC	569352	1000003363	\$85,000.00	
RAC Construction & Engineering, Inc 5811 Barbarossa Court San Diego, California 92115	ELBE, Constructor, Concrete Sitework	1073141	1000855111	\$232,344.00	MBE, CADIR, SDB, DBE, MALE, LAT, PQUAL, SLBE, Local
REC TRUCKING INC DBA AR CONCR PO BOX 1456 Chula vista, California 91912	ELBE, Constructor, Trucking	1087615	1000040647	\$195,640.00	ELBE, DBE, CADIR, MALE, LAT, MBE, Local
Soclaris Contracting 7437 Lowell Ct. La Mesa, California 91942	SLBE, Constructor, AC Pipe Abatement	793838	1000011964	\$30,000.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local
Southwest Signal Services 397 Raleigh Ave El Cajon, California 92020	SLBE, Constructor, Traffic Signal Loops	451115	1000004265	\$14,000.00	Local
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	Constructor, Pavement Striping	788286	1000001334	\$84,320.00	DBE, CADIR, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$10,212,183.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$58,240.00	\$58,240.00	Yes	
2	237110		Specialty Inspection Paid For By the Contractor (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
3	237110		Mobilization	LS	1	\$530,000.00	\$530,000.00	Yes	
4			Field Orders (EOC Type II)	AL	1	\$850,000.00	\$850,000.00	Yes	
5	237310		Remove and Replace Existing Sidewalk	SF	844	\$39.00	\$32,916.00	Yes	
6	237310		Additional Curb and Gutter Removal and Replacement	LF	166	\$66.00	\$10,956.00	Yes	
7	237310		Cross Gutter	SF	1070	\$33.00	\$35,310.00	Yes	
8	237310		Commercial Concrete Driveway	SF	1020	\$12.00	\$12,240.00	Yes	
9	237310		Curb Ramps (Type A) with Stainless Steel Detectable Warning Tiles	EA	4	\$9,050.00	\$36,200.00	Yes	
10	237310		Curb Ramps (Type C2) with Stainless Steel Detectable Warning Tiles	EA	7	\$11,600.00	\$81,200.00	Yes	
11	237310		Curb Ramp Modified (Type C2, Per 0101165-24-D) with Stainless Steel Detectable Warning Tiles and Concrete Spandrel Replacement	EA	1	\$11,760.00	\$11,760.00	Yes	
12	237310		Curb Ramp Modified (Type C2, Per 0101165-25-D) with Stainless Steel Detectable Warning Tiles and Concrete Spandrel Replacement	EA	1	\$11,760.00	\$11,760.00	Yes	
13	237310		Curb Ramp Modified (Type C2, Per 0101165-26-D) with Stainless Steel Detectable Warning Tiles	EA	2	\$11,760.00	\$23,520.00	Yes	
14	237310		Colored Stamped Concrete Raised Median	SF	60	\$92.00	\$5,520.00	Yes	
15	237110		Phased Paving	EA	2	\$7,280.00	\$14,560.00	Yes	
16	237110		Removal or Abandonment of Existing Water Facilities Outside of the Trench Limits	LS	1	\$38,500.00	\$38,500.00	Yes	
17	237110		Abandon and Fill Existing 16 Inch and Larger Water Main Outside of the Trench Limit	LF	506	\$39.00	\$19,734.00	Yes	
18	237110		Removal of Abandoned Water Meter Box	EA	1	\$540.00	\$540.00	Yes	
19	237110		Handling and Disposal of Non-Friable Asbestos Material	LF	642	\$60.00	\$38,520.00	Yes	
20	237110		4-Inch or Larger Meter for Construction Flushing (EOC Type I)	AL	1	\$18,720.00	\$18,720.00	Yes	
21	237110		Water Main (8 Inch)	LF	488	\$336.00	\$163,968.00	Yes	
22	237110		Water Main (10 Inch)	LF	25	\$416.00	\$10,400.00	Yes	
23	237110		Water Main (12 Inch)	LF	77	\$472.00	\$36,344.00	Yes	
24	237110		Water Main (16 Inch)	LF	5116	\$506.00	\$2,588,696.00	Yes	
25	237110		Water Main (24 Inch)	LF	1274	\$1,867.00	\$2,378,558.00	Yes	
26	237110		Engineered Trench Shoring (Launching / Receiving Pits)	LS	1	\$38,472.00	\$38,472.00	Yes	
27	237110		Butterfly Valve (16 Inch)	EA	11	\$7,550.00	\$83,050.00	Yes	
28	237110		Butterfly Valve (24 Inch)	EA	3	\$11,950.00	\$35,850.00	Yes	
29	237110		Insertion Gate Valve (16 Inch)	EA	1	\$60,600.00	\$60,600.00	Yes	
30	237110		Insertion Gate Valve (20 Inch)	EA	2	\$194,000.00	\$388,000.00	Yes	
31	237110		Gate Valve (4 Inch)	EA	1	\$2,300.00	\$2,300.00	Yes	
32	237110		Gate Valve (8 Inch)	EA	7	\$3,400.00	\$23,800.00	Yes	
33	237110		Gate Valve (12 Inch)	EA	3	\$5,100.00	\$15,300.00	Yes	
34	237110		Water Valve Bypass for T-Mainline 16 Inch and Larger	EA	5	\$17,230.00	\$86,150.00	Yes	
35	237110		Water Valve Bypass for Straight Mainline 16 Inch and Larger	EA	2	\$11,700.00	\$23,400.00	Yes	
36	237110		Water Valve Bypass for Cross Mainline 16 Inch and Larger	EA	1	\$11,700.00	\$11,700.00	Yes	
37	237110		Fire Hydrant Assembly and Marker (6 Inch)	EA	4	\$25,000.00	\$100,000.00	Yes	
38	237110		Water Service Transfer (1 Inch)	EA	8	\$13,750.00	\$110,000.00	Yes	
39	237110		Water Service Transfer (2 Inch)	EA	8	\$18,235.00	\$145,880.00	Yes	
40	237110		Blow-Off Valve Assembly (4 Inch)	EA	4	\$28,000.00	\$112,000.00	Yes	
41	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch)	EA	7	\$23,500.00	\$164,500.00	Yes	
42	237110		Insulating Flange Test Station (24 inch)	EA	1	\$4,500.00	\$4,500.00	Yes	
43	237110		At-Grade Cathodic Protection Test Station	EA	3	\$9,200.00	\$27,600.00	Yes	
44	237110		Standard Potential Magnesium Anode (48DS)	EA	4	\$1,560.00	\$6,240.00	Yes	
45	237310		Temporary Resurfacing	TON	500	\$566.00	\$283,000.00	Yes	
46	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	33	\$430.00	\$14,190.00	Yes	
47	237110		Imported Trench Backfill	TON	5000	\$40.00	\$200,000.00	Yes	
48	237110		Water Main by Sliplining Existing Casing (Fusible Pressure PVC Pipe 8 Inch, 20 Inch Casing)	LF	450	\$900.00	\$405,000.00	Yes	
49	237110		Cellular Annular Grouting	LS	1	\$16,800.00	\$16,800.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$44,940.00	\$44,940.00	Yes	
51	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$43,764.00	\$43,764.00	Yes	
52	237310		Continental Crosswalks	SF	2500	\$7.00	\$17,500.00	Yes	
53	238990		Video Recording of Existing Conditions	LS	1	\$5,600.00	\$5,600.00	Yes	
54	237110		Potholing Existing Utilities Not Shown on Plans (Depth Up to 7 Feet)	EA	24	\$2,240.00	\$53,760.00	Yes	
55	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	6	\$1,680.00	\$10,080.00	Yes	
56	237310		Temporary Parking Allowance (EOC Type I)	AL	1	\$9,000.00	\$9,000.00	Yes	
57	237310		Traffic Control	LS	1	\$377,000.00	\$377,000.00	Yes	
58	541330		Biological Pre-Construction Survey	LS	1	\$22,400.00	\$22,400.00	Yes	
59	237110		Furnished Materials for Contractor High-line Work	LF	875	\$24.00	\$21,000.00	Yes	
60	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger.	LS	1	\$9,520.00	\$9,520.00	Yes	
61	237110		High-lining Installation by the Contractor	LF	875	\$21.00	\$18,375.00	Yes	
62	237110		High-lining Removed by the Contractor	LF	875	\$14.00	\$12,250.00	Yes	
63	237110		Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	9	\$11,600.00	\$104,400.00	Yes	
64	237110		Connections to The Existing System by Contractor (16 Inch)	EA	2	\$7,300.00	\$14,600.00	Yes	
65	237110		Connections to The Existing System by Contractor (20 Inch)	EA	2	\$14,900.00	\$29,800.00	Yes	
66	237110		Pavement Restoration for Final Connection	SF	1300	\$5.00	\$6,500.00	Yes	
67	237110		Cut and Plug by Contractor	EA	2	\$2,800.00	\$5,600.00	Yes	
68	541330		WPCP Development	LS	1	\$2,800.00	\$2,800.00	Yes	
69	237310		WPCP Implementation	LS	1	\$26,800.00	\$26,800.00	Yes	
Additive Alternate A							\$436,680.00		
70	237310		Excavate and Export (Scheduled, 10 Inch)	CY	42	\$88.00	\$3,696.00	Yes	
71	237310		Excavate and Export (Unscheduled, 10 Inch)	CY	10	\$176.00	\$1,760.00	Yes	
72	237310		Class 2 Aggregate Base (Scheduled, 5 Inch)	CY	21	\$174.00	\$3,654.00	Yes	
73	237310		Class 2 Aggregate Base (Unscheduled, 5 Inch)	CY	5	\$170.00	\$850.00	Yes	
74	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	CY	21	\$515.00	\$10,815.00	Yes	
75	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	CY	5	\$571.00	\$2,855.00	Yes	
76	237310		Cold Mill AC Pavement (2 Inch - 3 Inch)	SF	85000	\$1.45	\$123,250.00	Yes	
77	237310		Asphalt Concrete Overlay	TON	1100	\$224.00	\$246,400.00	Yes	
78	237310		Removal and Replacement of Existing Paint Striping (Alt A)	LS	1	\$30,828.00	\$30,828.00	Yes	
79	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings (Alt A)	LS	1	\$12,572.00	\$12,572.00	Yes	
Additive Alternate B							\$21,000.00		
80	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	875	\$24.00	\$21,000.00	Yes	
Deductive Alternate B							-\$61,145.00		
81	237110		Furnished Materials for Contractor High-line Work (Deductive)	LF	-875	\$24.00	-\$21,000.00	Yes	
82	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger (Deductive)	LS	-1	\$9,520.00	-\$9,520.00	Yes	
83	237110		High-lining Installation by the Contractor (Deductive)	LF	-875	\$21.00	-\$18,375.00	Yes	
84	237110		High-lining Removed by the Contractor (Deductive)	LF	-875	\$14.00	-\$12,250.00	Yes	
Additive Alternate C (Additional Striping (Sheet 0101777-1-D Through Sheet 0101777-9-D))							\$37,922.00		
85	237310		Painted Traffic Striping (Detail 39A)	LF	5846	\$1.25	\$7,307.50	Yes	
86	237310		Painted Traffic Striping (Detail 22/29)	LF	136	\$1.25	\$170.00	Yes	
87	237310		Thermoplastic Traffic Striping (Green Pavement Treatment)	SF	275	\$22.50	\$6,187.50	Yes	
88	237310		Thermoplastic Traffic Striping (Diagonal Buffer Stripe)	LF	625	\$9.00	\$5,625.00	Yes	
89	237310		Red Curb	LF	704	\$3.00	\$2,112.00	Yes	
90	237310		Install Traffic Sign on New Post per SDM 104	EA	10	\$868.00	\$8,680.00	Yes	
91	237310		Install Traffic Sign on existing post	EA	8	\$280.00	\$2,240.00	Yes	
92	238210		Traffic Signal Loop and Appurtenance (Type Q)	EA	1	\$5,600.00	\$5,600.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$10,212,183.00
Additive Alternate A	\$436,680.00
Additive Alternate B	\$21,000.00
Deductive Alternate B	-\$61,145.00
Additive Alternate C (Additional Striping (Sheet 0101777-1-D Through Sheet 0101777-9-D))	\$37,922.00
Grand Total	\$10,646,640.00