# City of San Diego

**CONTRACTOR'S NAME**: TC Construction Company, Inc.
**ADDRESS**: 10540 Prospect Avenue, Santee California 92071
**TELEPHONE NO.**: 619-448-4560 **FAX NO.:**
**CITY CONTACT:** Antoinette Wynne, Contract Specialist, Email: ARWynne@sandiego.gov
Phone No. (619) 533-3638
I. Shamoun / M. Antwan / K.E. Ranshaw

# BIDDING DOCUMENTS

e - Bidding

## FOR

## JAMACHA LOMITA STORM DRAIN

BID NO.: **K-25-2336-DBB-3**
SAP NO. (WBS/IO/CC): **B-16094**
CLIENT DEPARTMENT: **2116**
COUNCIL DISTRICT: **4**
PROJECT TYPE: **CA**

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☒
- APPRENTICESHIP
- THIS IS A WIFIA PROGRAM FUNDED CONTRACT THROUGH THE ENVIRONMENTAL PROTECTION AGENCY (EPA)

**BID DUE DATE:**

**2:00 PM**
**MARCH 19, 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:

| | | |
|---|---|---|
| For City Engineer | 1/7/2025<br>Date | Seal: |
| For City Engineer | 1-13-2025<br>Date | Seal: |

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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

**FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS**

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

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|---|---|---|---|
| 13. | Form AA62 – Summary of Bids Received | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 14. | Form AA63 – Good Faith Effort List of Subcontractors Solicited | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 15. | Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 16. | In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance (CARB) | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 17. | Form 4500-2: DBE Subcontractor Participation Form | See Attachment D requirements | AWARDED BIDDER |
| 18. | EPA FORM 5700-52A MBE/WBE Utilization Form | See Attachment D requirements | 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 **JAMACHA LOMITA STORM DRAIN.** 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 **$3,710,000.00.**

4. **BID DUE DATE AND TIME ARE: MARCH 19, 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 classifications: **A** or (**C-34** and **C-42)**

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

   **7.1.** The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.

   **7.2.** This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.

   **7.3.** This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.

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

   **7.5. WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM (EPA REQUIREMENTS):**

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

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

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

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

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

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

## 8. NON-MANDATORY PRE-BID MEETING:

### 8.1 ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on **Wednesday, February 12, 2025,** at **10:00 AM** (PDT) at:

**Microsoft Teams** Need help?

**Join the meeting now**
**Meeting ID:** 297 308 254 873
**Passcode:** 7Qr3dU9B

---

**Dial in by phone**
+1 945-468-5511,,419937735# United States, Los Angeles
Find a local number
**Phone Conference ID: #** 419 937 735

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.

## 9. AWARD PROCESS:

**9.1.** 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.

**9.2.** 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.

**9.3.** 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.

**9.4.** The low Bid will be determined by the Base Bid plus all the Alternates.

**9.5** 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.

## 10. SUBMISSION OF QUESTIONS:

**10.1.** 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:

Antoinette Wynne, Contract Specialist, at ARWynne@sandiego.gov

**10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.

**10.3.** 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.

**10.4.** 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.

## 11. ADDITIVE/DEDUCTIVE ALTERNATES:

**11.1.** 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.

**11.2.** 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.

## 1. PREQUALIFICATION OF CONTRACTORS:

**1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.

**1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.

**1.3.** **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of $30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.

**1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of $15,000,000.

**1.3.2.** Bids submitted with a total amount proposed of less than $30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.

**1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of $30,000,000 or greater on a project with an engineer's estimate of less than $30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.

**1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.

**1.4.** Complete information and links to the on-line prequalification application are available at:

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

**1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids. ™

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/ and are due by the date, and time shown on the cover of this solicitation.

**2.1.** **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.

**2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

**2.3.** The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

**2.4.** **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

**2.5.** **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

**2.6.** **RECAPITULATION OF THE WORK**. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

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

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:**

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

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

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

**3.4.** The Bidder agrees to the construction of the project as described in Attachment "A–Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 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 |
| CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications | 2023 | ECPD092023-06 |

| Title | Edition | Document Number |
|---|---|---|
| California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) 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/ <br> ***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 ACCCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a 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 the16nclude16nn of all bids submitted.

**18.** **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

**19.** **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**

**19.1.** For bids $250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

**19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

**19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

**19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

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

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

**20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.

**20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

**20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.

**20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

**20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

**20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.

**20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.

**20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

## 21. BID RESULTS:

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

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

## 22. THE CONTRACT:

**22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

**22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

**22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

**22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

**22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder

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

**23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

**24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

**24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

**24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.

**24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

**24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

**24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

**25. PRE-AWARD ACTIVITIES:**

**25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**

**25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

Executed in Duplicate

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

**TC Construction Company, Inc.**, a corporation, as principal, and Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Dieg a municipal corporation in the sum of **Four Million Two Hundred Twenty Seven Thousand Two Hundred Forty Two Dollars and Twenty Five Cents ($4,227,242.25)** for the faithful performance of the annexed contract, and in the sum of **Four Million Two Hundred Twenty Seven Thousand Two Hundred Forty Two Dollars and Twenty Five Cents ($4,227,242.25)** 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**

---

**CONTRACTOR**

TC CONSTRUCTION COMPANY, INC.

By: _____

Print Name: Austin Cameron
President

Date: 6/10/25

**THE CITY OF SAN DIEGO**

By: _____

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Date: 8/1/2025

**SURETY**

Liberty Mutual Insurance Company

By: _____

Print Name: Tara Bacon
Attorney-In-Fact

Date: June 6, 2025

790 The City Drive South, Suite 200
Orange, CA 92868

Local Address of Surety

(800) 763-9268

Local Phone Number of Surety

$28,530.00

Premium

024286319

Bond Number

**APPROVED AS TO FORM**
**Heather Ferbert, City Attorney**

By: _____

Print Name: Ray Palmucci
Deputy City Attorney

Date: 8/5/25

**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California
County of San Diego }

On June 10, 2025 before me, Renee L Clevenger, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Austin Cameron
*Name(s) of Signer(s)*

_____,

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

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

WITNESS my hand and official seal.

RENEE L. CLEVENGER
Notary Public - California
San Diego County
Commission # 2513445
My Comm. Expires Mar 2, 2029

Signature Renee L Clevenger
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# ACKNOWLEDGMENT

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

State of California
County of San Diego )

On June 4, 2025 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

MINNA HUOVILA
COMM. #2473536
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
DECEMBER 6, 2027

Liberty Mutual. SURETY

# POWER OF ATTORNEY

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

Certificate No: **8213991 - 024019**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk- Smith, Ryan Warnock, Sarah Myers, Tara Bacon

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2025.

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

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 6th day of JUNE, 2025.

By: Renee C. Llewellyn, Assistant Secretary

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

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

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

# ATTACHMENTS

# ATTACHMENT A

# SCOPE OF WORK

## SCOPE OF WORK

1. **SCOPE OF WORK** Construction of Jamacha Lomita SD consists of the installment of 666' of 6X4 concrete culvert box, 18", 24", 30", and 48" LF of reinforced storm drain, abandonment of approximately 1355 LF of 18", 30", and 48" corrugated steel pipe and reinforced concrete storm drain pipe, installation of 40 LF of 8" PVC water pipe. The work includes the associated inlets, cleanouts, curb ramps, pavement restoration, revegetation of the impacted area within the project footprint and roadway improvements in accordance with these specifications and drawings.

   **1.1.** The Work shall be performed in accordance with:

   **1.1.1.** The Notice Inviting Bids, Plans numbered **39959-01-D** through **39959-19-D**, and Jamacha RD (BL) Striping and Signage Improvement plans numbered **0101697-1-D** through **0101697-5-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, including the Plant Establishment Period, shall be **257 Working Days.**

# ATTACHMENT B

## RESERVED

# ATTACHMENT C

# EQUAL OPPORTUNITY CONTRACTING PROGRAM

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

**A. INTRODUCTION.**

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

**B. GENERAL.**

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

**C. DEFINITIONS.**

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

c) **Minority Business Enterprise (MBE)** – A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

d) **Women Business Enterprise (WBE)** – A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

e) **Disadvantaged Business Enterprise (DBE)** – a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.

f) **Disabled Veteran Business Enterprise (DVBE)** – A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

g) **Other Business Enterprise (OBE)** – Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

h) **Small Business Enterprise (SBE)** – A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

## D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

### 1. Nondiscrimination in Contracting Ordinance.

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

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

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

b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.

d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

## E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.

3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

   a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.

   b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.

   c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

   d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.

   e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.

g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.

h) You shall disseminate your EEO Policy to union and community organizations.

i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.

j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

l) You shall encourage all present employees, including people of color and women employees, to recruit others.

m) You shall maintain all employment selection process information with records of all tests and other selection criteria.

n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.

o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.

p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

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

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

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.

3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:

   a) "Field Orders" and "City Contingency" Bid items.

   b) Alternate Bid items.

   c) Allowance Bid items designated as "EOC Type II".

4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.

5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

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

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.

2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or $10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).

3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.

4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.

5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.

2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.

5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.

6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.

7. A Contractor whose Bid is accepted shall not:

   a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or 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 Angles as DBE, WBE, or MBE.
   e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

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

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

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):

    a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.

4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

# ATTACHMENT D

# WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM

# FUNDING AGENCY PROVISIONS

## WIFIA FUNDING AGENCY PROVISIONS

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

### 1. WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM.

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

**1.1. RECORDS.** The Contractor must maintain separate books, records and other material relative to the Project. The Contractor must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of five (5) years after Completion of Construction. The Contractor must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (EPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Contractor must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Contractor agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

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

**1.3. PREVAILING WAGES.** The Contractor agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Contractor must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Contractor agrees to comply with the Davis-Bacon provisions incorporated by

reference in Sections 4, 8, 9, & 10 of this Agreement. Contractor shall comply with all California State and Federal prevailing wage laws and Davis-Bacon Provisions. Contractor shall include in its subcontracts the full the language provided in this Attachment D regarding federal prevailing wages.

**1.4. ACCESS, INSPECTION, AND PUBLIC RECORDS:** The Contractor must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement with the City of San Diego. The Contractor acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records.

**1.5. NOTICES:** Upon the occurrence of any of the following events, the Contractor shall provide immediate notice to the City of San Diego:

a) Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against the Contractor before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third-party, or the receipt by such Obligor in writing of any threat of litigation, suit, action, or proceeding, or of any written claim against the Contractor that, in each case, could reasonably be expected to have a Material Adverse Effect, and any material changes in the status of such litigation, suit, action or claim, and (2) any judgment against the Contractor that could reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate.

b) Delayed Government Approvals: Any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and the applicable Obligor's plans to remedy or mitigate the effects of such failure or delay

c) Environmental Notices: Any material notice of violation or material change in finding under any Environmental Law related to the Project or the Leased Property or any material changes to the NEPA Determination

d) Uncontrollable Force: The occurrence of any Uncontrollable Force that could reasonably be expected to materially and adversely affect the Project.

e) Other Adverse Effects: The occurrence of any other event or condition, including any notice of breach from a contract counterparty or any holder of any obligations, that could reasonably be expected to result in a Material Adverse Effect or have a material and adverse effect on the Project or the Leased Property.

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

WIFIA Signage Materials

1. Poster: Employee Rights Under the Davis-Bacon Act
   a. Available at http://www.dol.gov/whd/programs/dbra/wh1321.htm.
   b. Must be printed to size 11"x17".
2. Poster: Equal Employment Opportunity Is The Law
   a. Available at http://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRIghts_10_20.pdf.
   b. Must be printed to size 11"x17".
3. Booklet: Print-out of the Davis-Bacon Wage Determination pages governing the project,
   a. App pages must be made available in a binder/booklet.
   b. All pages must be printed to standard size 8.5"x11".
4. The Contractor shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure and color logos (available from the Division):

   a.
   b. "Funding for this $xx million [name of project] project has been provided in full or part by the Water Infrastructure Finance and Innovation Act (WIFIA) Program through an agreement with the United States Environmental Protection Agency.
   c. The Project sign may include another agency's required promotional information so long as the above requirements are satisfied. The sign shall be prepared in a professional manner.

Think Blue Infrastructure Signage Materials

1. The Contractor shall place a Think Blue Infrastructure sign, printed to size 8.5" x 11" with below graphic and updated with an appropriate Description and Estimated Start and Completion Dates.

**1.7. CIVIL RIGHTS OBLIGATIONS.** Contractor shall comply with the following federal non- discrimination requirements:

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

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

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services produced by such entities;

b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c) Telecommunication or video surveillance services provided by such entities or using such equipment.

d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

e) The Act does not prohibit:

   1) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

   2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**1.9. AMERICAN IRON AND STEEL**: The Contractor acknowledges to and for the benefit of the City of San Diego ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA (see subsections "b" and "c" below for additional details on waivers). Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

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

b. **AIS Waivers**: Note the EPA has made available three (3) waivers that may exempt certain materials from AIS compliance requirements. The City of Sn Diego must submit a waiver request in a Word document format, specifying which of the three waiver categories are being sought. The waiver request must address the criteria on the EPA's Waiver Checklist, available at this website:https://www.epa.gov/sites/default/files/201911/documents/ais_waiver_request_checklist.pdf. Once submitted to the EPA, it may take up to 3 months for the EPA to review and reach a decision on whether to approve or deny the request.

Tough the City of San Diego must be the agency to submit the waiver request to the EPA, the Contractor(s) and Subcontractor(s) shall provide narrative support, as requested, to the City of San Diego to aid in the development of the waiver request. The three waiver categories are as follows:

1. Cost Waiver: Compliance with American Iron and Steel will increase total project costs by at least 25%. Note that this is a very high threshold to meet and the EPA has only awarded one Cost Waiver in this history of the WIFIA program.

2. Public Interest Waiver: Compliance with American Iron and Steel is not in the Public's Interest. Note that EPA's evaluation of a public interest waiver is complicated and may take more time for a decision.

3. Availability Waiver: The quantity of iron or steel products is (1) not available or will not be available at the time needed and placed needed, and in the proper form or specification as specified in the project plans and design, or (2) the quality of iron or steel products is not available in sufficient and reasonably available quantities. Availability waivers are by far the most common waiver sought by WIFIA borrowers and approved by the EPA. A list of "approved waiver" is available at this website: https://www.epa.gov/cwsrf/american-iron-and-steel-requirements-approved-project-waivers. The City of San Diego and its Contractor shall review this list and, if an identical material is discovered to have already been approved, shall reference the material and name of the Borrower awarded the waiver to enhance the City of San Diego's likelihood of receiving a similar waiver award.

c. **AIS De Minimis Log**: The EPA has made available an additional wavier category for "incidental" materials, referred to as the National De Minimis Waiver. The De Minimis waiver permits the use of nondomestic, iron or steel products in a project that must otherwise comply with AIS requirements. Generally, the De Minimis waiver takes the form of a log, developed in Microsoft Excel or similar software. The Contractor may allocate items to the De Minimis log so long as:

1. The items are "incidental", defined by the EPA as "the project can function as intended without the product, or the product is not integral to the project purpose" and that "determining whether a product is considered incidental is a decision that should be made" by the City of San Diego in collaboration with its Contractor.

2. The sum of all items on the De Minimis log does not exceed 5% of total material costs.

3. Any single item on the De Minimis log does not exceed 1% of total material costs.

A template of the of the De Minimis log is available to the Contractor through the City of San Diego. If utilized, the content of items added to the De Minimis log should routinely be reviewed by the City of San Diego and the Contractor.

**1.10. BUILD AMERICA BUY AMERICA (BABA)**: This project is waived for BABA requirements.

**1.11. WAGE RATE REQUIREMENTS (DAVIS-Bacon):** Contractor must include in its subcontracts the full the language provided in this Attachment D**.**

**1.12. OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)**: The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. OFCCP site portal is available at: https://ncap.dol.gov/

**1.13. NEW RESTRICTIONS ON LOBBYING:** Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City of San Diego the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110. The Contractor certifies to the best of its knowledge and belief that:

a). No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Administrating Agency. Standard Form SF-LLL is available at https://www.epa.gov/grants/sf-lll-disclosure-lobbying-activities.

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

## 2. EQUAL OPPORTUNITY CLAUSES:

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

**2.2.** The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.

**2.3.** The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.

**2.4.** The "Equal Opportunity Clause" (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the "Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City of San Diego construction contracts and

**2.5.** Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.

**2.6.** Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

## 3. FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS UNDER THE WIFIA PROGRAM:

**3.1.** The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965).

**3.2.** Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

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

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

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

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

1. As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d) "Minority" includes:

      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

   e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

**3.5. Segregated facilities**. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms,

and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes**.**

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

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

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

   **Goals for minority participation for each trade: 16.90%**

   **Goals for female participation for each trade: 6.90%**

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

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is San Diego, California.

## 4. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

**4.1** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity,", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**4.2** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and timetables for minorities in construction.

**4.3** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

**4.4** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

**4.5** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of $50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

**4.6** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.

**4.7** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

## 5. VIOLATION OR BREACH OF REQUIREMENTS:

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

## 6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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

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

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

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

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

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

a) Copies of such prevailing rate of per diem wages are on file at the City of San Diego and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

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

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

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

**8.5.** **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

**8.6.** **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**8.7.** **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8.8.** **Labor Compliance Program**. The City of San Diego has its own Labor Compliance Program authorized in August 2011 by the DIR. The City of San Diego will withhold contract payments when payroll records are delinquent or deemed inadequate by the City of San Diego or other governmental entity, or it has been established after an investigation by the City of San Diego or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at PWDPrevailingWage@sandiego.gov.

**8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

a) A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

b) By submitting a bid or proposal to the City of San Diego, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City of San Diego at the time of bid or proposal due date or upon request.

**8.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

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

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

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

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

c) **List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 8.11. above. (Labor code section 1773.3).

## 9. DAVIS-BACON WAGE RATES AND PROVISIONS UNDER THE WIFIA PROGRAM:

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

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

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The WIFIA assistance recipient, the City of San Diego, on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30- day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the

views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. the City of San Diego, shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) {no text here}

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if

a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an

apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City of San Diego, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the City of San Diego to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City of San Diego, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Note throughout the Construction period of the Project, a representative from the City of San Diego will conduct periodic Labor Standards Interviews with Contractor and Subcontractor construction staff using form *SF-1445, Labor Standards Interviews,* in accordance with the Davis-Bacon Act. This form and interview seek to verify that construction staff are being paid wages as represented in the weekly payrolls submissions to the City of San Diego.

**10. WAGE RATES:** This Contract shall be subject to the following Davis-Bacon Wage Determination:

"General Decision Number: CA20250001 01/03/2025

Superseded General Decision Number: CA20240001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |

ASBE0005-002 09/01/2023

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

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ASBE0005-004 07/04/2022

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

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BOIL0092-003 01/01/2024

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 51.98 | 42.11 |

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BRCA0004-008 11/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER; MARBLE SETTER | $ 46.73 | 19.02 |

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BRCA0018-004 06/01/2023

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 40.21 | 15.23 |
| TILE FINISHER | $ 34.78 | 13.64 |
| TILE LAYER | $ 48.29 | 19.18 |

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BRCA0018-010 09/01/2023

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 39.95 | 14.65 |
| TERRAZZO WORKER/SETTER | $ 47.85 | 15.14 |

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

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

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CARP0619-003 07/01/2021

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

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CARP0619-004 07/01/2021

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

Amounts in ""Rates' column are per day

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CARP0721-001 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Modular Furniture Installer | $ 21.85 | 7.15 |

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CARP1607-004 07/01/2021

| | Rates | Fringes |
|---|---|---|
| MILLWRIGHT | $ 51.90 | 16.48 |

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ELEC0569-001 06/01/2024

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

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ELEC0569-004 06/03/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (Sound & Communications Sound Technician) | $ 43.78 | 15.39 |

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

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ELEC0569-005 06/03/2024

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Sound Technician | $ 43.78 | 15.39 |

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

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

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/01/2024

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

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ELEC1245-001 06/01/2024

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 70.16 | 24.46 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment) | $ 53.30 | 22.01 |
| (3) Groundman | $ 40.76 | 21.51 |
| (4) Powderman | $ 51.87 | 18.79 |

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

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ELEV0018-001 01/01/2024

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 66.63 | 37.885+a+b |

FOOTNOTE:

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

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

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ENGI0012-004 08/01/2024

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (DREDGING) | | |
| (1) Leverman | $ 64.10 | 38.75 |
| (2) Dredge dozer | $ 58.13 | 38.75 |
| (3) Deckmate | $ 58.02 | 38.75 |
| (4) Winch operator (stern winch on dredge) | $ 57.47 | 38.75 |
| (5) Fireman-Oiler, Deckhand, Bargeman, Leveehand | $ 56.93 | 38.75 |
| (6) Barge Mate | $ 57.54 | 38.75 |

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ENGI0012-024 07/01/2023

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (All Other Work) | | |
| GROUP 1 | $ 53.90 | 32.80 |
| GROUP 2 | $ 54.68 | 32.80 |
| GROUP 3 | $ 54.97 | 32.80 |
| GROUP 4 | $ 56.46 | 32.80 |
| GROUP 6 | $ 56.68 | 32.80 |
| GROUP 8 | $ 56.79 | 32.80 |
| GROUP 10 | $ 56.91 | 32.80 |
| GROUP 12 | $ 57.08 | 32.80 |
| GROUP 13 | $ 57.18 | 32.80 |
| GROUP 14 | $ 57.21 | 32.80 |
| GROUP 15 | $ 57.29 | 32.80 |
| GROUP 16 | $ 57.41 | 32.80 |
| GROUP 17 | $ 57.58 | 32.80 |
| GROUP 18 | $ 57.68 | 32.80 |

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

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar

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

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

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

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

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

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

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck);

Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

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

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

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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IRON0229-001 01/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 42.53 | 26.26 |
| Ornamental, Reinforcing and Structural | $ 47.45 | 34.90 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2022

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

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

LABORER CLASSIFICATIONS

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

air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

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

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

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

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

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

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LABO0089-002 11/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (MASON TENDER)..... | $ 40.70 | 21.83 |

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

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

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

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

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

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

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LABO0300-005 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | $ 43.88 | 25.13 |

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

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LABO0345-001 07/01/2022

| | Rates | Fringes |
|---|---|---|
| LABORER (GUNITE) | | |
| GROUP 1 | $ 48.50 | 21.37 |
| GROUP 2 | $ 47.55 | 21.37 |
| GROUP 3 | $ 44.01 | 21.37 |

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2022

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

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LABO1414-003 08/03/2022

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

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

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

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PAIN0036-001 07/01/2023

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

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

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PAIN0036-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | | |
| (1) Building & Heavy Construction..... | $ 43.59 | 24.80 |
| (2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories)..... | $ 32.27 | 14.70 |

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PAIN0036-012 10/01/2024

| | Rates | Fringes |
|---|---|---|
| GLAZIER..... | $ 52.90 | 22.16 |

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PAIN0036-019 01/01/2024

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER..... | $ 38.77 | 18.62 |

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PLAS0200-005 08/03/2022

| | Rates | Fringes |
|---|---|---|
| PLASTERER..... | $ 47.37 | 19.64 |

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

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PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 09/01/2024

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

| | Rates | Fringes |
|---|---|---|
| work | $ 44.24 | 23.96 |
| All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work | $ 59.48 | 26.61 |

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PLUM0016-011 09/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | | |
| Residential | $ 47.05 | 22.53 |

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PLUM0345-001 09/01/2023

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

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ROOF0045-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 42.80 | 12.64 |

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SFCA0669-001 04/01/2024

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 49.19 | 26.30 |

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SHEE0206-001 07/01/2023

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| Camp Pendleton | $ 50.20 | 30.80 |
| Except Camp Pendleton | $ 48.20 | 30.80 |
| Sheet Metal Technician | $ 36.21 | 10.24 |

SHEET METAL TECHNICIAN - SCOPE:
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and

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

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TEAM0166-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 30.12 | 29.07 |
| GROUP 2 | $ 40.71 | 29.07 |
| GROUP 3 | $ 40.91 | 29.07 |
| GROUP 4 | $ 41.11 | 29.07 |
| GROUP 5 | $ 41.31 | 29.07 |
| GROUP 6 | $ 41.80 | 29.07 |
| GROUP 7 | $ 43.31 | 29.07 |

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

## 11. AGENCY SPECIFIC DISADVANTAGED BUSINESS ENTERPRISES PROVISIONS:

**EPA Requirements:**

1. Federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 - Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).

2. The responsive Bid shall conform to GFE to increase DBE awareness of procurement opportunities through race and gender-neutral efforts. Race and gender-neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance.

3. Bidder agrees that it will cooperate with and assist the City of San Diego in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise GFE to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the Bidder shall, in the selection of Subcontractors, and Suppliers for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative GFE steps.

4. In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share objectives" as specified in Attachment D.

5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.

6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.

7. Contractor must maintain proper records demonstrating that the 6 Good Faith Efforts where applied when procuring subcontractors:

8. **Disadvantaged Business Enterprises (DBE) Six Good Faith Efforts:** The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project].

    1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

    2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 30 Calendar Days (refer to 33 CFR 33.301) before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available".

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MDBA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.

6. If the Contractor awards Subcontracts, the Contractor shall take the steps in the paragraphs above.

**12. DBE POTENTIAL RESOURCES CENTERS:**

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

**12.2.** For additional assistance the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.

**12.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

**12.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.

**12.5.** If DBE sources are not located, explain why and describe the efforts made.

**12.6.** The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

**12.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non-DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

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

Federal Agencies (must be contacted):

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

State Agencies (must be contacted):

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

Notes:

1. The Contractor shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.

2. Contractor shall use SUB-Net to post subcontracting opportunities. Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Bidder **must** provide copy of the Display Solicitation Record identifying the date solicitation notice was posted with the GFE documentation.

3. The Contractors may use MBDA web portal to post subcontracting opportunities. If utilized, the Contractor shall post subcontractor opportunities at least 30 Calendar Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.

4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.

5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.

## 13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS

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

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

## 14. FORMS:

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

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

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

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

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

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

**14.1.3.** EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements (See instructions).

1. EPA FORM 5700-52A MBE/WBE Utilization Form

# FUNDING AGENCY PROVISIONS

# FORMS

## LIST OF WORK MADE AVAILABLE

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

| ITEM OF WORK MADE AVAILABLE | NAICS CODE | BIDDER NORMALLY PERFORMS ITEM (Y/N) | ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N) | AMOUNT | PERCENTAGE OF BASE BID |
|---|---|---|---|---|---|
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Form AA61 List of Work Made Available

## SUMMARY OF BIDS RECEIVED

| Type of Job | NAICS CODES | Company Name | Selected (Y/N) | Bid Amount | DBE | Non-DBE | Explanation for not Selecting |
|---|---|---|---|---|---|---|---|
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Form AA62 Summary of Bids Received

**USE ADDITIONAL FORMS AS NECESSARY**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED**

| Contractor Name | Contractor Address | How Located | Date of Contact | Contact Method | Task Description | Response (Yes/No) |
|---|---|---|---|---|---|---|
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Form AA63 DBE Good Faith Effort List of Subcontractors Solicited

**USE ADDITIONAL FORMS AS NECESSARY**

## *Disadvantaged Business Enterprise (DBE) Program*

## *DBE Subcontractor Participation Form*

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

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

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

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

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

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

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

| Subcontractor Signature | Print Name |
|---|---|
| | |
| Title | Date |
| | |

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

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

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

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

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD

October 1, _ September 30,

1B. REPORT TYPE

☐ Annual ☐ Final Report (Project completed)

1C: Revision of a Prior Year Report? ☐ No ☐ Yes

If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

2A. RECIPIENT UNIQUE ENTITY IDENTIFIER

2B. RECIPENT REPORTING CONTACT

Name:

Email:

Phone:

3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)
(For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.

4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), **CHECK and SKIP to Block No. 6**. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

☐

4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)

| | Construction | Non-Construction | Total |
|---|---|---|---|
| Total Procurement: | $ _____ | $ _____ | $ _____ |
| MBE/WBE Combined Procurement: | $ _____ | $ _____ | $ _____ |

5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.

☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.

☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified

☐ Other:

6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

TITLE

7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

DATE

EPA FORM 5700-52A available electronically at: https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business

**Instructions:**

**A. General Instructions:**

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (https://www.epa.gov/grants/rain-2018-g04). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

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

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is $250,000, then if a recipient has $300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

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

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

**B. Submission:**

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement. Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

https://www.epa.gov/grants/epa-dbe-program-coordinators

**C. Instructions:**

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

*For SRF recipients: In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or “other” categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/ WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only**: In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

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

# ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

# SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").

2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:

   a) General Provisions (A) for all Construction Contracts.

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

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

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

| Holiday | Observed On |
|---|---|
| Juneteenth | June 19 |

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

**Normal Working Hours**: Normal Working Hours shall be **7:00 AM to 5:00 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.

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

   a) Geotechnical Investigation Jamacha Lomita Storm Drain dated May 15, 2018, by Southern California Soil & Testing (SCST), Inc.

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

https://drive.google.com/drive/folders/1X1iSpWLYIK6u1PEFjXIBhg8xrP6A9pyk?usp=sharing

**3-11.2** **Project Identifications Signs.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall provide and install project identification signs and posters per **Appendix J – Project Identification Signs** in a manner approved by the Engineer.

   A) One Project Identification Signs, Printed size (48"x96")

**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 F - Monthly Drinking Water Discharge Monitoring Form.**

## SECTION 4 - CONTROL OF MATERIALS

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

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

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

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4** **INSURANCE.**

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

**5-4.1** **Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.

4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.

6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

| General Annual Aggregate Limit | Limits of Liability |
|---|---|
| Other than Products/Completed Operations | $10,000,000 |
| Products/Completed Operations Aggregate Limit | $10,000,000 |
| Personal Injury Limit | $5,000,000 |
| Each Occurrence | $5,000,000 |

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

2. All costs of defense shall be outside the limits of the policy.

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

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

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**5-4.3** **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.

United States Environment Protection Agency, WIFIA Director, 1200 Pennsylvania Avenue NW, Washington, DC 20460 are to be covered as additional insureds on the Contractor's CGL policy with respect to Liability arising out of work or operations performed by on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (as least as broad as ISO Form CG 20 10 11 85).

**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.

**5-4.6** **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.

4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

**6-3.1** **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 **Jamacha Lomita Storm Drain**, Project No. **B-16094.02.26**, 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 |
| $2,000,001 to $5,000,000 | $3,000 |

| Contract Value | Liquidated Damages Daily Amount |
|---|---|
| $5,000,001 to $10,000,000 | $5,500 |
| $10,000,001 to $20,000,000 | $6,500 |
| Greater Than $20,000,000 | $7,000 |

## SECTION 7 – MEASUREMENT AND PAYMENT

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

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

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

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

**TABLE 7-3.9**

**FIELD ORDER LIMITS**

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

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

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) |
| Gyration Compaction | AASHTO T 312 |

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

| Quality Characteristic | Test Method | Minimum Frequency |
|---|---|---|
| Asphalt binder content | AASHTO T 308, Method A | 1 per day with a minimum of 500 tons |
| Aggregate Gradation – combined with RAP | California Test 384 | 1 per day with a minimum of 100 tons |
| Aggregate Sand equivalency | California Test 217 or ASTM D2419 | 1 per day with a minimum of 100 tons |
| Aggregate Moisture content | AASHTO T 255 | 1 per day with a minimum of 100 tons |
| Hveem Stability | MS-2 and OBC CT 367 | 1 per day with a minimum of 100 tons |
| 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 ± 10 |
| No. 8 | 58–63 | TV ± 10 |
| No. 30 | 29–34 | TV ± 10 |
| No. 200 | | 0 - 14 |

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

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

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

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

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within ± 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 ± 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 "WHITEBOOK"**,** DELETE in its entirety and SUBSTITUTE with the following:

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

a. Color: Green (for wastewater applications).

b. Nominal pipe diameter.

c. PVC cell classification.

d. Company, plant, shift, ASTM, SDR, and date designation.

e. Service designation or legend.

f. For fittings and couplings, the SDR designation is not required.

## SECTION 209 – PRESSURE PIPE

**209-1.1.1** **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.

**209-7.2** **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.<br>Purple for Recycled Water.<br>Green for Sewage. |
| | AND | |
| | Stenciling | Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER",<br>"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:<br>"POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.<br>For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape. |
| | | Color - Blue With white letters for potable water,<br>Purple With white letters for recycled water,<br>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:<br>"CAUTION: WATERLINE BURIED BELOW", "CAUTION RECLAIMED WATERLINE BURIED BELOW - DO NOT DRINK", or "CAUTION: SEWER BURIED BELOW" as appropriate.<br>For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape. |
| | | Color - blue with black or white letters for potable water,<br>Purple With black or white letters for recycled water,<br>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. |

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

## 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 Plans.

    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)"** and **"Crushed Miscellaneous Base (Scheduled, 5 Inch)"**, as applicable. 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. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

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

1. Payment for Class 2 aggregate base material and Crushed Miscellaneous 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)** and **"Crushed Miscellaneous Base (Scheduled, 5 Inch)"**, as applicable 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 shall be made on a tonnage basis in accordance with Section 302-5.9, “Measurement and Payment”, and paid for under Bid Item **“Asphalt Concrete Overlay (2 Inch)”**, unless separate Bid items have been provided. The following shall be included in the payment for **“Asphalt Concrete Overlay (2 Inch)"**:

   a) Saw-cutting existing edges.

   b) Applying tack coat.

   c) Placement, curing, and protection of new pavement.

2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, “Payment”, and paid for under Bid Item **“Cold Milling (2 Inch)”**.

3. The payment for base repair Work shall be made in accordance with Section 301-1.7, “Payment”.

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

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

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

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

## SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**303-1.12** **Payment.** To the "GREENBOOK", ADD the following:

The payment for removal of 7' of 2 X 21" SD pipes with concrete encasement per sheet 8 of the plans shall be included in the Bid item for **"Storm Drain Cleanout (Type A6)"**.

**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"** if applicable.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**306-1** **GENERAL**. To the "GREENBOOK", ADD the following:

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

   a) SDG-105, "Pavement Restoration General Notes"

   b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

   c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

   d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

   e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**306-3.3.4** **Payment.** To the "WHITEBOOK", ADD the following:

12. The payment for 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.

To the "WHITEBOOK", item 1, ADD the following:

q) Removal, salvage and re-install fences and block walls.

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

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

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

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

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.

11. The payment for the manufactured elbow per 39959-04-D shall be included in the bid item for **“Manufactured Elbow”**.

12. The payment for replacing and installing new meter box which are affected by construction per 39959-04-D shall be included in the bid item for “**Meter Box**”. and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.

**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.

14. The payment for replacing and installing new sewer cleanouts which are affected by construction per 39959-04-D shall be included in the bid item for **“Sewer Lateral Cleanout”** and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.

## SECTION 400 – PROTECTION AND RESTORATION

**400-1** **GENERAL.** To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

   a) SDG-105, "Pavement Restoration General Notes"

   b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

   c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

   d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

   e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

## SECTION 401 – REMOVAL

**401-3.1** **Concrete Pavement. To the "WHITEBOOK", ADD the following:**

4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

**401-3.2** **Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:**

6. See Section **400-1 GENERAL** for permanent resurfacing requirements.

## SECTION 402 – UTILITIES

**402-1.1** **General.** To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

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

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

**402-2** **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

g) Refer to **Appendix I** - **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).

**402-7.1** **Support for Existing Water Mains.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Existing water mains which are not high-lined shall remain in service during construction. Existing water mains, high-lined and not high-lined, shall require vertical and horizontal support at tees, crosses, bends, and etc.

**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 700 - MATERIALS

**700-1.3** **(86-1.02B) Conduit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance

with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation” and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG–119, “Trench Types G, H & I Backfill for Dry Utility”. A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

## SECTION 701 - CONSTRUCTION

**701-2** **PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

## SECTION 800 – MATERIALS

**800-1.2.5** **Mulch.** To the “WHITEBOOK”, item 3, subsection “i”, ADD the following:

**Type 9 Mulch** shall be 2 inches or finer.

## 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**.

# SUPPLEMENTARY SPECIAL PROVISIONS

# APPENDICES

# APPENDIX A

# NOTICE OF EXEMPTION

**NOTICE OF EXEMPTION**

*(Check one or both)*

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

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

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

**Project Name:** Jamacha Lomita Storm Drain **Project No. / WBS No.:** B-16094.02.06

**Project Location-Specific:** The project is located along Britain Street, Jamacha Road, Lincoln Place and City-owned easements within the Skyline-Paradise Hills Community Planning Area & Council District 4.

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

**Description of nature and purpose of the Project:** The project consists of the replacement, realignment, and abandonment in place of existing 18", 36", and 48" storm drain pipeline, along with other roadway improvements and easement vacations. The work includes installation of approximately 1,330 linear feet (LF) of 18", 24", 30" and 48" diameter reinforced concrete pipe (RCP) and 672 LF of 4' by 6' concrete box culvert. The project is located within the paved right-of-way with approximately 74 LF of 24" diameter RCP and 297 LF of 18" diameter RCP occurring within unpaved areas. The total proposed earth disturbance for the project is 0.369 acres. Trench widths will range from 3 to 6 feet with a maximum excavation depth of 13 feet. The segments to be realigned are associated with upsizing pipes to 18", 30" and 48" diameters. Approximately 215 LF of storm drain pipe will be abandoned. Roadway improvements will include new/replacement cleanouts, inlets and culverts, replacement of curb ramps, pedestrian barricades, and street resurfacing. The project also involves obtaining required real estate agreements.

**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: Mayra Medel
Email/Phone No.: MMedel@sandiego.gov / (619) 533-4603
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))
( X ) Categorical Exemption: 15301(b), (c), and (d) [Existing Facilities], 15302 (c) [Replacement or Reconstruction], 15303 (d) [New Construction or Conversion of Small Structures], and 15304 (f) [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 categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (b), (c), and (d) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public facilities and mechanical equipment, involving negligible or no expansion of existing or former use,

including replacement of storm drain pipes, inlets, culverts, curbs and gutters, pedestrian barricades, and street resurfacing; Section 15302 (c) [Replacement or Reconstruction], which allows for replacement or reconstruction of structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including replacement of existing storm drain pipes, inlets, and culverts; Section 15303 (d) [New Construction or Conversion of Small Structures], which allows for the construction and location of limited numbers of new, small facilities or structures, including upsizing storm drains, new storm drains, new drainage cleanout features, cutoff walls, and curbs and gutters; 15304 (f) [Minor Alterations to Land], which allows for minor public alterations in the condition of land and/or vegetation which do not involve removal of healthy, mature, scenic trees, including minor trenching and backfilling where the surface is restored, such as trenching for the installation of storm drains and associated improvements; and where the exceptions listed in Section 15300.2 would not apply. The project will implement paleontological resources monitoring for grading activities in accordance with San Diego Municipal Code Section 142.0151.

Lead Agency Contact Person: Mayra Medel Telephone: (619) 533-4603

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the 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

10/17/22

Date

Check One:

(X) Signed By Lead Agency

( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

# APPENDIX B

# FIRE HYDRANT METER PROGRAM

| CITY OF SAN DIEGO CALIFORNIA<br>DEPARTMENT INSTRUCTIONS | NUMBER<br>**DI** 55.27 | DEPARTMENT<br>Water Department |
|---|---|---|
| **SUBJECT**<br><br>**FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)** | **PAGE** 1**OF** 10 | **EFFECTIVE DATE**<br><br>October 15, 2002 |
| | **SUPERSEDES**<br>**DI** 55.27 | **DATED**<br>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.)

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.

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.

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.

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

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

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

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.

7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **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.

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)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

| NS REQ | FAC# |
|---|---|
| DATE | BY |

METER SHOP (619) 527-7449

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

## Meter Information

| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip: | T.B. | G.B. (CITY USE) |
|---|---|---|
| Specific Use of Water: | | |
| Any Return to Sewer or Storm Drain, If so , explain: | | |
| Estimated Duration of Meter Use: | | 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: |
|---|---|---|
| Provide Current Meter Location if Different from Above: | | |
| Signature: | Title: | Date: |
| Phone: ( ) | Pager: ( ) | |

| City Meter | Private Meter | |
|---|---|---|
| Contract Acct #: | Deposit Amount: $ 936.00 | Fees Amount: $ 62.00 |
| Meter Serial # | Meter Size: 05 | Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: | Backflow Make and Style: |
| Name: | Signature: | Date: |

## WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note**:

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

Date

Name of Responsible Party
Company Name and Address
Account Number:_____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)_____-_____.

Sincerely,

Water Department

# APPENDIX C

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

# APPENDIX D

# SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

**Project Name:**

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

**Contractor's Name:**

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

**Invoice No.**

**Invoice Date:**

Billing Period: ( To )

| Trigger Asset | Item # | Item Description | Contract Authorization | | | | Previous Totals To Date | | This Estimate | | Totals to Date | | Amount Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Unit | Price | Qty | Extension | %/QTY | Amount | % / QTY | Amount | % / QTY | Amount | |
| | 1 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00 | $0.00 | $ - |
| | 2 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 3 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 4 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 5 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 6 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 7 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 8 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 5 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 6 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 7 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 8 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 9 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 10 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 11 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 12 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 13 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 14 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 15 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 16 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 17 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | **CHANGE ORDER No.** | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | Total Auhtorized Amount (Original) | | | | $ - | | $0.00 | | $0.00 | | $0.00 | $ - |
| | | Total Authorized Amount (including approved Change Order) | | | | **$ -** | | $0.00 | | $0.00 | **Total Billed** | $0.00 | Total Amount Remaining |
| | | | | | | | | | | | | | $ - |

SAMPLE

**SUMMARY**

| | |
|---|---|
| A. Original Contract Amount | $0.00 |
| B. Approved Change Order #00 Thru #00 | $0.00 |
| C. Total Authorized Amount (A+B) | $0.00 |
| D. Total Billed to Date | $0.00 |
| E. Less Total Retention (5% of D ) | $0.00 |
| F. Less Total Previous Payments | $0.00 |
| **G. Payment Due Less Retention** | **$0.00** |
| H. Remaining Authorized Amount | $0.00 |

**I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment**

**Resident Engineer** **Date**

**Construction Engineer** **Date**

**Retention and/or Escrow Payment Schedule**

| | |
|---|---|
| Total Retention Required as of this billing (Item E) | $0.00 |
| Previous Retention Withheld in PO or in Escrow | $0.00 |
| **Add'l Amt to Withhold in PO/Transfer in Escrow:** | ***$0.00*** |
| **Amt to Release to Contractor from PO/Escrow:** | $0.00 |

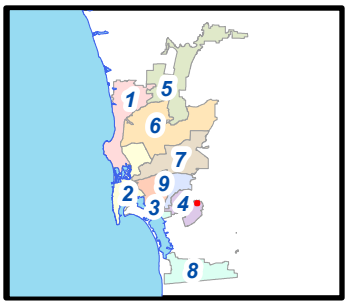
Contractor Signature and Date: _____

1/10/2024 Rev

# APPENDIX E

# LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY© to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY©. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY




Engineering & Capital Projects

# JAMACHA LOMITA STORM DRAIN

SENIOR ENGINEER
ELHAM LOTFI
619-533-5212

PROJECT MANAGER
IKHLASS SHAMOUN
619-533-4619

PROJECT ENGINEER
ALI AL IMARI
619-533-6002

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov

## Legend

- NEW SD ALIGNMENT
- SD TO BE REPLACED IN PLACE
- SD TO BE ABANDONED

N
W E
S

COMMUNITY NAME: SKYLINE-PARADISE HILLS COUNCIL DISTRICT: 4 WBS NO: B16094

Date: 5/15/2023

SanGIS

# APPENDIX F

# MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

| | | | | | |
|---|---|---|---|---|---|
| **Project Name:** | | **WBS No.:** | | **Watershed No.** | |
| **Qualified Person Conducting Tests:** | | **signature** | | | |

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

## Event #1

| Discharge Location[1] | 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Measure | Unit | Time | Result | Limit | *No* | *Yes* | Report exceedence to RE & complete page 2 of 2 |
| **Inlet Location** | ☐ Superchlorinated (Chlorine added for disinfection) | ☐ TSW (All Categories) | ☐ Sweep flow path (gutter, street, etc.) | **Total** | *Chlorine* | mg/L | | | 0.1 mg/L= Exceedance | | | |
| **Start** | ☐ Large Volume (≥ 325,850 gal) | ☐ PUD (All Categories) | ☐ Dechlorination (diffusers, chemicals, etc.) | **Reused** (if any) | | | | | | | | |
| Date: | ☐ Well Dev/Rehab (Not Typical) | ☐ Water Board (Large Volume Only) | ☐ Inlet Protection | | *Turbidity* | NTU | | | 20 NTU= Exceedance 225 NTU= Exceedance for Ocean | | | |
| Time: | | | ☐ Erosion Controls | | | | | | | | | |
| **End** | ☐ Small Volume/Other (No Sampling Required) | ☐ County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4) | ☐ Sediment Controls | | *pH* | Unit | | | Range 6.5 to 8.5 | | | |
| Date: | | | | | | | | | | | | |
| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Measure | Unit | Time | Result | Limit | *No* | *Yes* | Report exceedence to RE & complete page 2 of 2 |
| **Inlet Location** | ☐ Superchlorinated (Chlorine added for disinfection) | ☐ TSW (All Categories) | ☐ Sweep flow path (gutter, street, etc.) | **Total** | *Chlorine* | mg/L | | | 0.1 mg/L= Exceedance | | | |
| **Start** | ☐ Large Volume (≥ 325,850 gal) | ☐ PUD (All Categories) | ☐ Dechlorination (diffusers, chemicals, etc.) | **Reused** (if any) | | | | | | | | |
| Date: | ☐ Well Dev/Rehab (Not Typical) | ☐ Water Board (Large Volume Only) | ☐ Inlet Protection | | *Turbidity* | NTU | | | 20 NTU= Exceedance 225 NTU= Exceedance for Ocean | | | |
| Time: | | | ☐ Erosion Controls | | | | | | | | | |
| **End** | ☐ Small Volume/Other (No Sampling Required) | ☐ County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4) | ☐ Sediment Controls | | *pH* | Unit | | | Range 6.5 to 8.5 | | | |
| Date: | | | | | | | | | | | | |
| Time: | | | | | | | | | | | | |

**Instructional Notes found on the Page 2 of 2**

**Submit completed Form to RE**

## Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

| Event #1 | | |
|---|---|---|
| 1) Go to the location where the discharge enters the receiving water. | | |
| ☐ Accessible ☐ Unable to Determine ☐ 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 | ☐ Yes | ☐ No |
| …carrying floating or suspended matter | ☐ Yes | ☐ No |
| …causing discoloration | ☐ Yes | ☐ No |
| …causing and impact to the aquatic life present | ☐ Yes | ☐ No |
| …observed with visible film | ☐ Yes | ☐ No |
| …observed with an sheen or coating | ☐ Yes | ☐ No |
| …causing potential nuisance conditions | ☐ Yes | ☐ No |
| 3) If all answers are NO, stop here. | | |
| **4) If any answers are YES, Notify the RE immediately for further action** | | |

| Event #2 | | |
|---|---|---|
| 1) Go to the location where the discharge enters the receiving water. | | |
| ☐ Accessible ☐ Unable to Determine ☐ 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 | ☐ Yes | ☐ No |
| …carrying floating or suspended matter | ☐ Yes | ☐ No |
| …causing discoloration | ☐ Yes | ☐ No |
| …causing and impact to the aquatic life present | ☐ Yes | ☐ No |
| …observed with visible film | ☐ Yes | ☐ No |
| …observed with an sheen or coating | ☐ Yes | ☐ No |
| …causing potential nuisance conditions | ☐ Yes | ☐ No |
| 3) If all answers are NO, stop here. | | |
| **4) If any answers are YES, Notify the RE immediately for 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<br>Rdavenport@SanDiego.gov |
| San Diego Water Board | 3 days prior to Large Volume discharges | SanDiego@WaterBoards.ca.gov<br>Ben.Neill@WaterBoards.ca.gov |
| County of San Diego | 3 days prior if 100,000 gal and within 1/4 mile of ocean/bay | DEH: Joseph.Palmer@SDCounty.ca.gov<br>Dominique.Edwards@SDCounty.ca.gov |
| | 3 days prior if enter county MS4 or unincorporated County | WPP:Nicholas.DeValle@SDCounty.ca.gov<br>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:

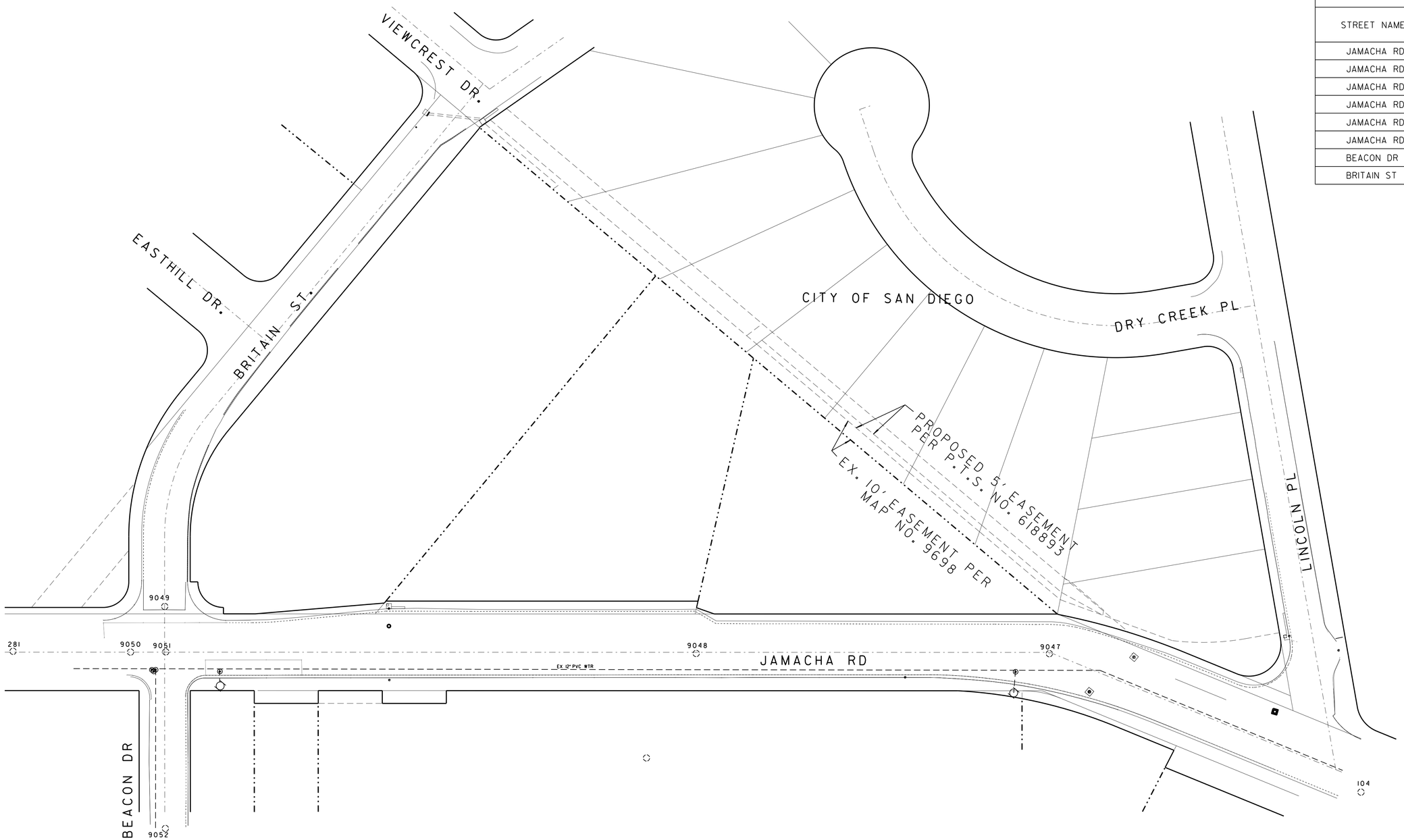
| Measure | Method | Limit |
|---|---|---|
| Chlorine | Field Measure | 0.10 mg/L-Cl |
| Turbidity | Visual Estimate | 20 NTU for inland waters<br>225 NTU for ocean<br>100 NTU for wells |
| pH | Field Meausre | 6.5 - 8.5 |

# APPENDIX G

# DISCHARGE POINTS AND FLOW DATA

# JAMACHA LOMITA STORM DRAIN
# BATCH DISCHARGE EXHIBIT

| DISCHARGE TABLE | | | |
|---|---|---|---|
| STREET NAME | MH ID NO. | FSN | MAX FLOW RATE (GPM) |
| JAMACHA RD | 281 | 129705 | 75 |
| JAMACHA RD | 9050 | 8084715 | 75 |
| JAMACHA RD | 9051 | 8084716 | 75 |
| JAMACHA RD | 9048 | 8084713 | 75 |
| JAMACHA RD | 9047 | 8084707 | 75 |
| JAMACHA RD | 104 | 129539 | 75 |
| BEACON DR | 9052 | 8084717 | 75 |
| BRITAIN ST | 9049 | 8084714 | 75 |



# APPENDIX H

# SAMPLE OF PUBLIC NOTICE

# FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO

## 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

To contact the City of San Diego: SD Public Works

619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

The City of SAN DIEGO

CONSTRUCTION NOTICE

PROJECT TITLE

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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

To contact the City of San Diego: SD Public Works

619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

# APPENDIX I

# 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:

**Photo 2**

100W+ ERT Module with TTL antenna

---

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

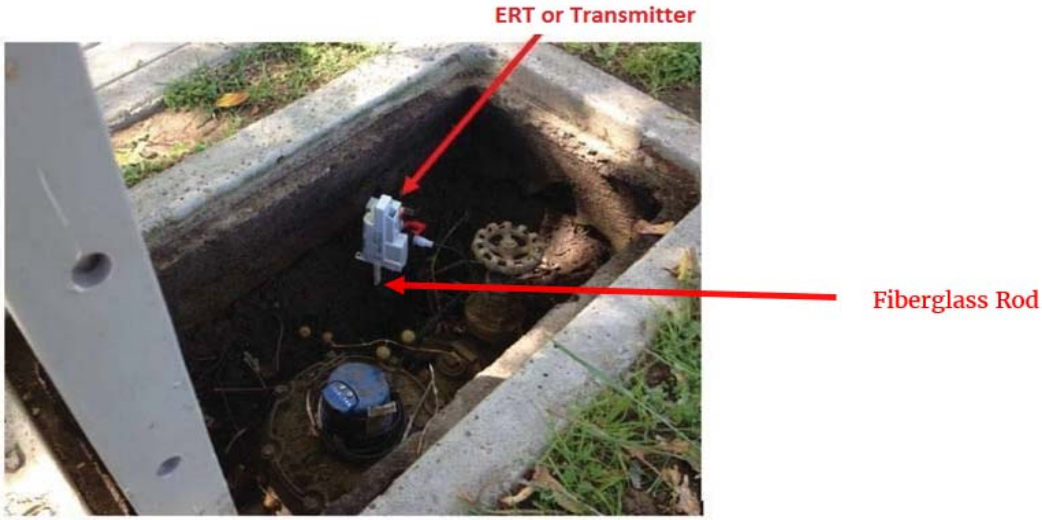


Photo 6 below is an example of disturbance that shall be avoided:

## 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**

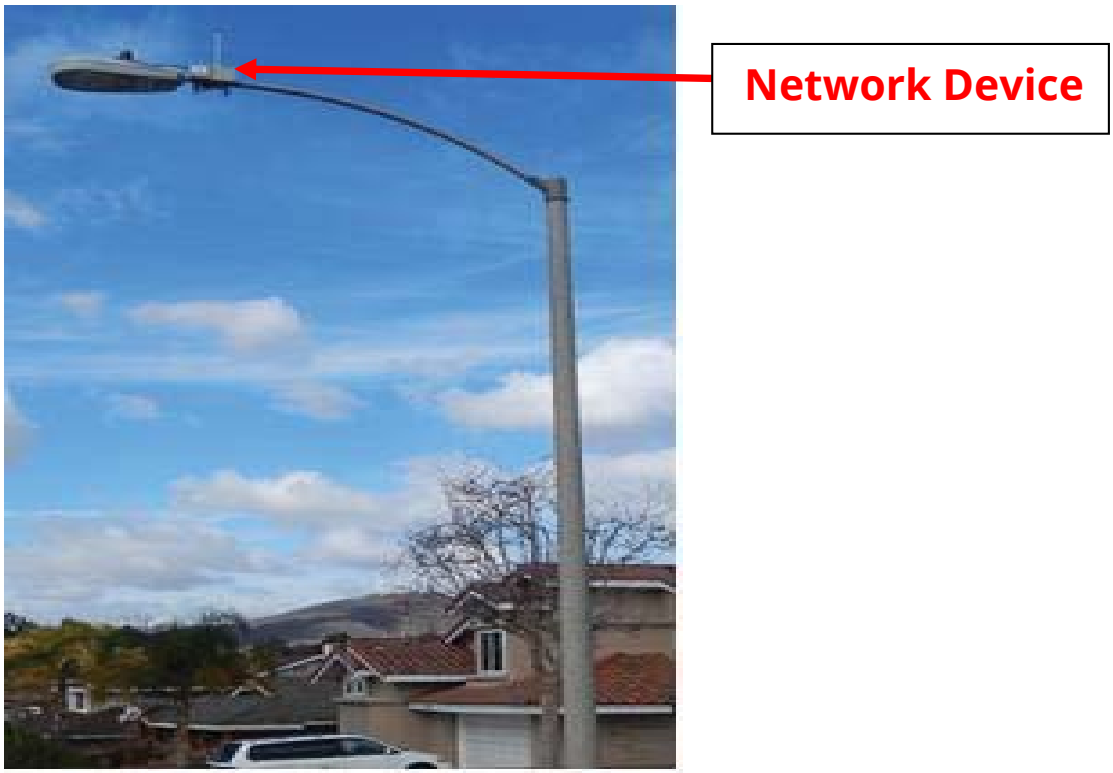


**Photo 9**

**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.**

Rev. 9.11.2023

# APPENDIX J

# PROJECT IDENTIFICATION SIGNS

The City *of*

# SAN DIEGO

## Working to achieve safe and livable neighborhoods

# Project Name

For questions contact

(619) 533-4207 or engineering@sandiego.gov

WIFIA PROGRAM

EPA United States Environmental Protection Agency

Funding for this $[x] million [name of project] project has been provided in full or part by the **Water Infrastructure Finance and Innovation Act (WIFIA) Program** through an agreement with the United States Environmental Protection Agency.

THINK BLUE® SAN DIEGO

ALUMINUM is .060 Gauge, holes top and bottom set for tel-spar alignment, round corners (1.5 radius recommended) and the color formulas are as follows.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PMS | 2925 | 3265 | 1375 | 108 | White (paper) | 432 | 7527 |
| RGB | 0, 152, 219 | 0, 199, 178 | 255, 158, 23 | 252, 217, 0 | 255, 255, 255 | 55, 66, 74 | 218, 215, 203 |
| HEX | #0098db | #00c7b2 | #ffa02f | #fcd900 | #ffffff | #37424a | #dad7cb |
| CMYK | 84, 21, 0, 0 | 76, 0, 38, 0 | 0, 45, 95, 0 | 0, 6, 95, 0 | 0, 0, 0, 0 | 67, 45, 27, 70 | 3, 4, 14, 8 |

# Know Your Rights:
# Workplace Discrimination is Illegal

**The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.**

## Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

## What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

## What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

## What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

## What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal: *https://publicportal.eeoc.gov/Portal/Login.aspx*

**Call** 1–800–669–4000 (toll free)
1–800–669–6820 (TTY)
1–844–234–5122 (ASL video phone)

**Visit** an EEOC field office (information at *www.eeoc.gov/field-office*)

**E-Mail** *info@eeoc.gov*

Additional information about the EEOC, including information about filing a charge of discrimination, is available at *www.eeoc.gov*.

# EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

## Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

## Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

## Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

## Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

## Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1–800–397–6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7–1–1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at *https://ofccphelpdesk.dol.gov/s/*, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at *https://www.dol.gov/agencies/ofccp/contact*.

# PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

## Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

## Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

*(Revised 10/20/2022)*

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD
WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

# ATTACHMENT F

## IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

# ATTACHMENT F

## IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

(1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.

(2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.

(3) For emergency contracts that meet the definition of “emergency operations” as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the “emergency operations” project are actually being operated on the project for “emergency operations” only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of “emergency operations” must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

A. "Emergency Operations" is defined as:

1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;

2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or

3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.

B. The records retained by Contractor for "emergency operations" projects must include:

1. A description of the emergency;

2. The address or a description of the specific location of the emergency;

3. The dates on which the emergency operations were performed; and

4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024,** Contractor is also subject to the requirements described in 13 CCR section 2449(j).

(1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.

(2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.

(3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

# ATTACHMENT G

# CONTRACT AGREEMENT

**ATTACHMENT G**

**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **TC Construction Company, Inc.**, herein called "Contractor" for construction of **JAMACHA LOMITA STORM DRAIN**; Bid No. **K-25-2336-DBB-3**; in the total amount **Four Million Two Hundred Twenty Seven Thousand Two Hundred Forty Two and Twenty Five Cents ($4,227,242.25)**, which is comprised of the Base Bid plus Additive Alternates A &B, consisting of an amount not to exceed **Four Million Two Hundred Twenty Seven Thousand Two Hundred Forty Two and Twenty Five Cents ($4,227,242.25)**.

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) That certain documents entitled **JAMACHA LOMITA STORM DRAIN**, on file in the office of the Purchasing & Contracting Department as **Document No. B-16094**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **JAMACHA LOMITA STORM DRAIN,** Bid Number **K-25-2336-DBB-3,** San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement 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.

**THE CITY OF SAN DIEGO**

By Stephen Samara

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Date: 8/1/2025

**APPROVED AS TO FORM**

Heather Ferbert, City Attorney

By Ray Palmai

Print Name: Ray Palmai
Deputy City Attorney

Date: 8/5/25

**CONTRACTOR**

By

Print Name: Austin Cameron

Title: President

Date: 6/10/25

City of San Diego License No.: B1980047 73

State Contractor's License No.: 402456

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003132

## 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:

**JAMACHA LOMITA STORM DRAIN**
(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2336-DBB-3**; SAP No. (WBS) **B-16094**; 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

# 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 (PRIME CONTRACTOR)**
F. **DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
G. **DISCLOSURE OF LOBBYING ACTIVITIES**
H. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE SUBCONTRACTOR PERFORMANCE FORM**
I. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SUBCONTRACTOR UTILIZATION FORM**

# BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith**
**(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That TC Construction Company, Inc. as Principal, and Liberty Mutual Insurance Company 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

Jamacha Lomita Storm Drain; Bid No. K-25-2336-DBB-3

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 12th day of February, 2025

TC Construction Company, Inc. (SEAL)
(Principal)

By: _____
(Signature)
Austin Cameron, President

Liberty Mutual Insurance Company (SEAL)
(Surety)

By: _____
(Signature)
Lawrence F. McMahon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California
County of San Diego }

On February 26, 2025 before me, Sandra Weeks, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Austin Cameron
*Name(s) of Signer(s)*

,

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

SANDRA WEEKS
Notary Public - California
San Diego County
Commission # 2365749
My Comm. Expires Aug 9, 2025

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

WITNESS my hand and official seal.

Signature Sandra Weeks

*Place Notary Seal and/or Stamp Above* *Signature of Notary Public*

**OPTIONAL**

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

**Description of Attached Document**
Title or Type of Document: Bid Bond
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# ACKNOWLEDGMENT

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

State of California
County of San Diego )

On February 12, 2025 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CSC1 MINNA HUOVILA
COMM. #2473536
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
DECEMBER 6, 2027 CSC1

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

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

Certificate No: **8206895-024019**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2021.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 12th day of February, 2025.

By: Renee C. Llewellyn, Assistant Secretary

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

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

## 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: TC Construction Company, Inc.

Certified By Austin Cameron Title President
Name

Signature Date 3-19-25

**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 | SUBCNTRACTOR'S CA LICENSE NUMBER | SUBCONTRACTOR'S DIR REGISTRATION NUMBER | IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER | TYPE OF WORK | DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive) |
|---|---|---|---|---|---|---|
| Additive Alternate "A" | Name: Pavement Recycling Systems<br>Address: 10240 San Sevaine Way<br>City: Jurupa State: CA<br>Zip: 91752 Phone: 951-682-1091<br>Email: aschatz@pavementrecycling.com | 569352 | 1000003363 | Constructor | Cold Milling | $19,466.54 |
| Additive Alternate "B" | Name: Statewide Stripes, Inc<br>Address: P.O. Box 600710<br>City: San Diego State: CA<br>Zip: 92160 Phone: 858-560-6887<br>Email: sean@statewidestripes.com | 788286 | 1000001334 | Constructor | Striping & Signage | $8,610.00 |
| | Name:<br>Address:<br>City: State:<br>Zip: Phone:<br>Email: | | | | | |
| | Name:<br>Address:<br>City: State:<br>Zip: Phone:<br>Email: | | | | | |

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

Form - Subcontractors For Alternates

.

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

| Legal Name | | DBA | |
|---|---|---|---|
| T C Construction Company, Inc. | | N/A | |
| **Street Address** | **City** | **State** | **Zip** |
| 10540 Prospect Ave | Santee | CA | 92071 |
| **Contact Person, Title** | | **Phone** | **Fax** |
| Austin Cameron, President | | 619-448-4560 | 619-448-3341 |

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 |
|---|---|
| T C Construction Company, Inc. Employee Stock Ownership Trust | Owner/Shareholder |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| Santee, CA | N/A |
| **Interest in the transaction** | |
| 100% Owner | |

| 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.

| Austin Cameron, President | | 4-1-25 |
|---|---|---|
| Print Name, Title | Signature | Date |

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

**DEBARMENT AND SUSPENSION CERTIFICATION**
**PRIME CONTRACTOR**
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

| EFFECT OF DEBARMENT OR SUSPENSION |
|---|
| To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City. |

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

| NAME | TITLE |
|---|---|
| T C Construction Company, Inc. Employee Stock Ownership Trust | Owner/Shareholder |
| | |
| | |
| | |

**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: T C Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Date 4-1-25

Signature

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.

**DEBARMENT AND SUSPENSION CERTIFICATION**
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
***TO BE COMPLETED BY BIDDER***
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| American Hydroseed & Erosion | Jacob Whall - Business Development<br>Elyse Whall - CEO |
| | |
| | |
| | |

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| | |
| | |
| | |
| | |

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Date 3-19-25

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 |
|---|---|
| Jerusalem Construction | Alex Karaj - President |
| | |
| | |
| | |

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| | |
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| | |

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Date 3-19-25

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 |
|---|---|
| Loveless & Linton | Rebekah Loveless - COO |
| | Brandon Linton - CEO |
| | |
| | |

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| | |
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| | |
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| | |
| | |

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Date 3-19-25

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 |
|---|---|
| Pavement Recycling Systems | Steve Concannen - President |
| | Nathan Beyler - Treasurer |
| | |
| | |

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| | |
| | |
| | |
| | |

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Date 3-19-25

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 |
|---|---|
| Statewide Stripes | David Brilhante - President |
| | |
| | |
| | |

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
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☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| | |
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| | |

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Date 3-19-25

Signature

***USE ADDITIONAL FORMS AS NECESSARY****

View Burden Statement

# DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352**

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

**1. * Type of Federal Action:**
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

**2. * Status of Federal Action:**
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

**3. * Report Type:**
- [x] a. initial filing
- [ ] b. material change

**4. Name and Address of Reporting Entity:**

[x] Prime [ ] SubAwardee

* Name: TC Construction Company, Inc.
* Street 1: 10540 Prospect Ave
Street 2:
* City: Santee
State: CA
Zip: 92071
Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

**6. * Federal Department/Agency:**
WIFIA

**7. * Federal Program Name/Description:**
Jamacha Lomita Storm Drain
CFDA Number, *if applicable:*

**8. Federal Action Number,** *if known:*
K-25-2336-DBB-3

**9. Award Amount,** *if known:*
$

**10. a. Name and Address of Lobbying Registrant:** N/A

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Street 1: Street 2:
* City: State: Zip:

**b. Individual Performing Services** (including address if different from No. 10a) N/A

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Street 1: Street 2:
* City: State: Zip:

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature:
*Name: Prefix: Mr. * First Name: Austin Middle Name: Alexander
* Last Name: Cameron Suffix:
Title: President Telephone No.: 619-448-4560 Date: 3-19-25

**Federal Use Only:**

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

# Federal Agency Form Instructions

| Form Identifiers | Information |
|---|---|
| Agency Owner | Grants.gov |
| Form Name | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number | 2.0 |
| OMB Number | 4040-0013 |
| OMB Expiration Date | 02/28/2025 |

## Form Field Instructions

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| 1. | *Type of Federal Action: | Required | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required. |
| 2. | *Status of Federal Action | Required | Identify the status of the covered Federal action. This field is required. |
| 2-a. | a. Bid/Offer/Application | Check if applicable | Click if the Status of Federal Action is a bid, an offer or an application. |
| 2-b. | b. Initial Award | Check if applicable | Click if the Status of Federal Action is an initial award. |
| 2-c. | c. Post-Award | Check if applicable | Click if the Status of Federal Action is a post-award. |
| 3.0 | *Report Type | Required | Identify the appropriate classification of this report. |
| 3-a. | a. Initial filing | Check if applicable | Check if Initial filing. |
| 3-b. | b. Material change | Check if applicable | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| | Material Change Year | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred. |
| | Material Change Quarter | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred. |
| | Material Change Date of Last Report | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action. |
| 4. | Name and Address of Reporting Entity | Required | Provide the information for Name and Address of Reporting Entity. |
| | Prime | Check if applicable | Click to designate the organization filing the report as the Prime Federal recipient. |
| | Subawardee | Check if applicable | Click to designate the organization filing the report as the SubAwardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants. |
| | Tier if known: | Optional | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. |
| | Name | Required | Enter the name of reporting entity. This field is required |
| | Street 1 | Required | Enter Street 1 of the reporting entity. This field is required. |
| | Street 2 | Optional | Enter Street 2 of the reporting entity. |
| | City | Required | Enter City of the reporting entity This field is required. |
| | State | Required | Enter the state of the reporting entity. This field is required |
| | ZIP | Required | Enter the ZIP of the reporting entity. This field is required |

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| | Congressional District, if known | Optional | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. |
| 5. | If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime |
| | Name | Required | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient. |
| | Street 1 | Required | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient. |
| | Street 2 | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient. |
| | City | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient. |
| | State | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu. |
| | ZIP | Required | Enter the ZIP of Prime. This field is required |

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| | Congressional District, if known | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. |
| 6. | Federal Department/Agency | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required. |
| 7. | CFDA Number: | Required | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov. |
| | CFDA Title: | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov. |
| 8. | Federal Action Number | Optional | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9. | Award Amount | Optional | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5. |

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant. |
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant. |
| | First Name | Required | Enter the first name of Lobbying Registrant. This field is required. |
| | Middle Name | Optional | Enter the middle name of Lobbying Registrant. |
| | Last Name | Required | Enter the last name of Lobbying Registrant. This field is required. |
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant. |
| | Street 1 | Required | Enter the first line of street address for the Lobbying Registrant. |
| | Street 2 | Optional | Enter the second line of street address for the Lobbying Registrant. |
| | City | Required | Enter the city of the Lobbying Registrant. |
| | State | Required | Select the appropriate state of the Lobbying Registrant. |
| | ZIP Code | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant. |
| 10.b. | Individual Performing Services | Required | Provide the information for Individual Performing Services |
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services. |
| | First Name | Required | Enter the first name of the Individual Performing Services. This field is required. |
| | Middle Name | Optional | Enter the middle name of the Individual Performing Services. |
| | Last Name | Required | Enter the last name of the Individual Performing Services. This field is required. |

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services. |
| | Street 1 | Required | Enter the first line of street address for the Individual Performing Services. |
| | Street 2 | Optional | Enter the second line of street address for the Individual Performing Services. |
| | City | Required | Enter the city of the Individual Performing Services. |
| | State | Required | Select the state for the address of the Individual Performing Services from this pull down menu. |
| | ZIP Code | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services. |
| 11. | Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | N/A | N/A |
| | Signature: | Required | Completed by Grants.gov upon submission. |
| | Name: | Required | Provide the information for the Name of the Certifying Official. |

| Field Number | Field Name | Required or Optional | Information |
|---|---|---|---|
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official. |
| | First Name | Required | Enter the first name of Certifying Official. This field is required. |
| | Middle Name | Optional | Enter the middle name of the Certifying Official. |
| | Last Name | Required | Enter the last name of the Certifying Official. This field is required. |
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official. |
| | Title: | Optional | Enter the title of the Certifying Official. |
| | Telephone No.: | Optional | Enter the telephone number of the certifying official. |
| | Date: | Required | Completed by Grants.gov upon submission. |

## *Disadvantaged Business Enterprise (DBE) Program*

## *DBE Subcontractor Performance Form*

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

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

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

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

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

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

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

| Prime Contractor Signature | Print Name |
|---|---|
| | |
| Title | Date |
| | |

| Subcontractor Signature | Print Name |
|---|---|
| | |
| Title | Date |
| | |

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

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

## *Disadvantaged Business Enterprise (DBE) Program*

## *DBE Subcontractor Utilization Form*

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

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

I have identified potential DBE certified subcontractors. YES NO

If *yes*, please complete the table below. If *no*, please explain:

| Subcontractor Name/ Company Name | Company Address / Phone / Email | Estimated Dollar Amount | Currently DBE Certified? |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

*--Continue on back if needed--*

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

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

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

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

| Prime Contractor Signature | Print Name |
|---|---|
| | |
| Title | Date |
| | |

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

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

# City of San Diego

**CITY CONTACT:** Antoinette Wynne, Contract Specialist, Email: ARWynne@sandiego.gov
Phone No. (619) 533-3638

# ADDENDUM A

e - Bidding

# FOR

## JAMACHA LOMITA STORM DRAIN

| | |
|---|---|
| BID NO.: | **K-25-2336-DBB-3** |
| SAP NO. (WBS/IO/CC): | **B-16094** |
| CLIENT DEPARTMENT: | **2116** |
| COUNCIL DISTRICT: | **4** |
| PROJECT TYPE: | **CA** |

---

**BID DUE DATE:**

**2:00 PM**
**MARCH 19, 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. CONTRACT DOCUMENTS

1. To **TABLE OF CONTENTS**, page 3, Form 4500-2 **DBE Subcontractor Participation Form**, Form 4500-3 **DBE Subcontractor Performance Form**, Form 4500-4 **DBE Subcontractor Utilization Form** and EPA Form **5700-52A MBE/WBE Utilization Form**, **DELETE** in their entirety.

## C. REQUIRED DOCUMENTS SCHEDULE

1. To **REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING**, pages 5 through 6, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

## D. ATTACHMENTS

1. To **ATTACHMENT D, WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM FUNDING AGENCY PROVISIONS**, pages 38 through 109, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 73 of this Addendum.

## E. CERTIFICATIONS AND FORMS

1. To **ELECTRONICALLY SUBMITTED FORMS**, page 204 **DELETE** in its entirety and **SUBSTITUTE** with page 74 of this Addendum.

2. To **Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form** (Form 4500-3) and **Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form** (Form4500-4), pages 219 to 222, **DELETE** in their entirety.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 5, 2025*
San Diego, California

RA/MA/ker/egz

## FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|---|---|---|---|
| 1. | Bid Bond (PDF via PlanetBids) | At Time of Bid | ALL BIDDERS |
| 2. | 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 (Prime Contractor) | At Time of Bid | ALL BIDDERS |
| 6. | Debarment and Suspension Certification (Subcontractors/Suppliers/Manufacturers) | At Time of Bid | ALL BIDDERS |
| 7. | Disclosure of Lobbying Activities | At Time of Bid | ALL BIDDERS |
| 8. | Bid Bond (Original) | By 5PM, 1 Working Days After Bid Opening | ALL BIDDERS |
| 9. | Federal Good Faith Documentation | Within 4 working days of bid opening | ALL BIDDERS |
| 10. | Form AA61 – List of Work Made Available | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 11. | Form AA62 – Summary of Bids Received | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 12. | Form AA63 – Good Faith Effort List of Subcontractors Solicited | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 13. | Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 14. | In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance (CARB) | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |

**IN THE EVENT THAT THESE REQUIREMENTS CONFLICY WITH THE CITY OF SAN DIEGO'S GENERAL EOC REQUIREMENTS, THE FUNDING AGECY'S REQUIREMENTS WILL CONTROL**

## 1. WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM

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

**1.1. RECORDS**. The Contractor must maintain separate books, records and other material relative to the Project. The Contractor must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of five (5) years after Completion. The Contractor must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (EPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Contractor must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Contractor agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

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

**1.3. PREVAILING WAGES**. The Contractor agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Contractor must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Contractor agrees to comply with the Davis-Bacon provisions incorporated by

reference in Sections 4, 8, 9, & 10 of this Agreement. Contractor shall comply with all California State and Federal prevailing wage laws and Davis-Bacon Provisions. Contractor shall include in its subcontracts the full the language provided in this Attachment D regarding federal prevailing wages.

**1.4. ACCESS, INSPECTION, AND PUBLIC RECORDS**. The Contractor must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the Project and thereafter for the term of the Agreement with the City of San Diego. The Contractor acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records.

**1.5. NOTICES.** Upon the occurrence of any of the following events, the Contractor shall provide immediate notice to the City of San Diego

a. Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against the Contractor before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third-party, or the receipt by such Obligor in writing of any threat of litigation, suit, action, or proceeding, or of any written claim against the Contractor that, in each case, could reasonably be expected to have a Material Adverse Effect, and any material changes in the status of such litigation, suit, action or claim, and (2) any judgment against the Contractor that could reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate.

b. Delayed Government Approvals: Any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and the applicable Obligor's plans to remedy or mitigate the effects of such failure or delay

c. Environmental Notices: Any material notice of violation or material change in finding under any Environmental Law related to the Project or the Leased Property or any material changes to the NEPA Determination

d. Uncontrollable Force: The occurrence of any Uncontrollable Force that could reasonably be expected to materially and adversely affect the Project.

e. Other Adverse Effects: The occurrence of any other event or condition, including any notice of breach from a contract counterparty or any holder of any

obligations, that could reasonably be expected to result in a Material Adverse Effect or have a material and adverse effect on the Project or the Leased Property.

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

a. WIFIA Signage Materials:

1. Poster: Employee Rights Under the Davis Bacon Act

   a. Available at: https://www.dol.gov/whd/programs/dbra/wh1321.htm

   b. Must be printed to size 11" x 17"

2. Poster: Equal Employment Opportunity is the Law

   a. Available at: https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRIghts_10_20.pdf

   b. Must be printed to size 11" x 17"

3. Booklet: Print-Out of the Project's Davis Bacon Wage Determination pages

   a. All printed Wage Determination pages must be combined into a binder/booklet

   b. All pages must be printed to standard size 8.5" x 11"

4. The Contractor shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure and color logos (available from the Division):

   a. EPA United States Environmental Protection Agency  WIFIA PROGRAM

   b. "Funding for this $xx million [name of project] project has been provided in full or part by the Water Infrastructure Finance and Innovation Act (WIFIA) Program through an agreement with the United States Environmental Protection Agency."

   c. The Project sign may include another agency's required promotional information so long as the above requirements are satisfied. The sign shall be prepared in a professional manner.

b. Think Blue Infrastructure Signage Materials

1. The Contractor shall place a Think Blue Infrastructure sign, printed to size 8.5” x 11” with below graphic and updated with an appropriate Description and Estimated Start and Completion Dates.

a.

**1.7. CIVIL RIGHTS OBLIGATIONS.** Contractor shall comply with the following federal non-discrimination requirements:

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

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

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services produced by such entities;

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunication or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

e. The Act does not prohibit:

1. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**1.9. AMERICAN IRON AND STEEL.** The Contractor acknowledges to and for the benefit of the City of San Diego ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA (see subsections "b" and "c" below for additional details on waivers). Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

a. **Project Material Log of AIS Materials:** The Contractor shall provide the Engineer with a Project Material Log within 40 Working Days from the Limited Notice to Proceed (LNTP) issuance date. The Project Material Log must be in Microsoft Excel format and include an itemized list of all materials necessary

for the Project. The Project Material Log shall include three columns that (1) identify AIS materials; (2) indicate, if appropriate, that the Engineer should pursue a waiver for a given AIS material by selecting one of three waiver categories: Cost, Availability, and Public Interest; and (3) identify AIS materials that should be allocated to the De Minimis Log.

b. **AIS Waivers**: Note the EPA has made available three (3) waivers that may exempt certain materials from AIS compliance requirements. The City of Sn Diego must submit a waiver request in a Word document format, specifying which of the three waiver categories are being sought. The waiver request must address the criteria on the EPA's Waiver Checklist, available at this website: https://www.epa.gov/cwsrf/ais-waiver-request-checklist-assistance-recipients. Once submitted to the EPA, it may take up to 3 months for the EPA to review and reach a decision on whether to approve or deny the request. Though the City of San Diego must be the agency to submit the waiver request to the EPA, the Contractor(s) and Subcontractor(s) shall provide narrative support, as requested, to the City of San Diego to aid in the development of the waiver request. The three waiver categories are as follows:

1. Cost Waiver: Compliance with American Iron and Steel will increase total project costs by at least 25%. Note that this is a very high threshold to meet and the EPA has only awarded one Cost Waiver in this history of the WIFIA program.

2. Public Interest Waiver: Compliance with American Iron and Steel is not in the Public's Interest. Note that EPA's evaluation of a public interest waiver is complicated and may take more time for a decision.

3. Availability Waiver: The quantity of iron or steel products is (1) not available or will not be available at the time needed and placed needed, and in the proper form or specification as specified in the project plans and design, or (2) the quality of iron or steel products is not available in sufficient and reasonably available quantities. Availability waivers are by far the most common waiver sought by WIFIA borrowers and approved by the EPA. A list of approved waivers is available at this website: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-approved-project-waivers. The City of San Diego and its Contractor shall review this list and, if an identical material is discovered to have already been approved, shall reference the material and name of the Borrower awarded the waiver to enhance the City of San Diego's likelihood of receiving a similar waiver award.

c. **AIS De Minimis Log:** The EPA has made available an additional wavier category for "incidental" materials, referred to as the National De Minimis Waiver. The De Minimis waiver permits the use of nondomestic, iron or steel products in a project that must otherwise comply with AIS requirements. Generally, the De Minimis waiver takes the form of a log, developed in Microsoft Excel or similar software. The Contractor may allocate items to the De Minimis log so long as:

1. The items are "incidental", defined by the EPA as "the project can function as intended without the product, or the product is not integral to the project purpose" and that "determining whether a product is considered incidental is a decision that should be made" by the City of San Diego in collaboration with its Contractor.

2. The sum of all items on the De Minimis log does not exceed 5% of total material costs.

3. Any single item on the De Minimis log does not exceed 1% of total material costs.

A template of the of the De Minimis log is available to the Contractor through the City of San Diego. If utilized, the content of items added to the De Minimis log should routinely be reviewed by the City of San Diego and the Contractor.

**1.10. BUILD AMERICA BUY AMERICA (BABA).** This project is waived for BABA requirements.

**1.11. WAGE RATE REQUIREMENTS (DAVIS-BACON).** Contractor must include in its subcontracts the full the language provided in this Attachment D.

**1.12. OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP).** The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. OFCCP site portal is available at: https://ncap.dol.gov/

**1.13. NEW RESTRICTIONS ON LOBBYING**. Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City of San Diego the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110. The Contractor certifies to the best of its knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Administrating Agency. Standard Form SF-LLL is available at https://www.epa.gov/grants/sf-lll-disclosure-lobbying-activities.

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

**2. EQUAL OPPORTUNITY CLAUSES:**

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

**2.2.** The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.

**2.3.** The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.

**2.4.** The "Equal Opportunity Clause" (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the "Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City of San Diego construction contracts and

**2.5.** Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.

**2.6.** Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

**3. FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS UNDER THE WIFIA PROGRAM**

**3.1.** The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965).

**3.2.** Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

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

1. As used in these specifications

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes

      1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and

maintaining identifiable tribal affiliations through membership and participation or community identification).

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor

must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of

Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and

encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

**3.5.** **Segregated Facilities**. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this

section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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

1. The Offeror's or Bidder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.

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

   a. Goals for minority participation for each trade: 16.90%

   b. Goals for female participation for each trade: 6.90%

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

   The Contractor’s compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer

identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is San Diego, California.

## 4. FEDERAL WAGE REQUIREMENTS FORO FEDERALL FUNDED PROJECTS

**4.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity,", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**4.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and timetables for minorities in construction.

**4.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

**4.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

**4.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of $50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

**4.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.

**4.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

## 5. VIOLATION OR BREACH OF REQUIREMENTS

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

## 6. MONTHLY EMPLOYMENT UTILIZZATION REPORTS

**6.1.** Refer to the GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS at Equal Opportunity Contracting | City of San Diego Official Website (or See Attachment C, Equal Opportunity Contracting Program) and the following:

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

## 7. RECORDS OF PAYMENTS TO DBEs

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

## 8. PREVAILING WAGE RATES

**8.1.** 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. **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.

   I. Copies of such prevailing rate of per diem wages are on file at the City of San Diego and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

   II. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon

expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

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

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

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

**8.5.** **Working Hours**. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

**8.6.** **Required Provisions for Subcontracts**. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**8.7.** **Labor Code Section 1861 Certification**. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the

provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8.8.** **Labor Compliance Program**. The City of San Diego has its own Labor Compliance Program authorized in August 2011 by the DIR. The City of San Diego will withhold contract payments when payroll records are delinquent or deemed inadequate by the City of San Diego or other governmental entity, or it has been established after an investigation by the City of San Diego or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at PWDPrevailingWage@sandiego.gov.

**8.9.** **Contractor and Subcontractor Registration Requirements**. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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.

2. By submitting a bid or proposal to the City of San Diego, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City of San Diego at the time of bid or proposal due date or upon request.

**8.10.** **Stop Order**. For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**8.11.** **List of all Subcontractors.** The City of San Diego may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration

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

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

1. **Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1
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).
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 8.11. above. (Labor code section 1773.3).

## 9. DAVIS-BACON WAGE RATES AND PROVISIONS UNDER THE WIFIA PROGRAM

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

**9.2.** *Required contract clauses*. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1. *Minimum Wages*:

   I. *Wage rates and fringe benefits*. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid

unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH 1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

II. *Frequently recurring classifications*:

a. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

b. The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

*III. Conformance*

a. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

2. The classification is used in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

IV. *Fringe Benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

V. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

VI. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. *Withholding*:

a. *Withholding requirements.* The City of San Diego may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure

to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the Environmental Protection Agency may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

1. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
2. A contracting agency for its reprocurement costs;
3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
4. A contractor's assignee(s);
5. A contractor's successor(s); or
6. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. *Records and Certified Payrolls*

*I. Basic Record Requirements*

a. *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

b. *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

c. *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

d. *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*II. Certified payroll requirements*

a. *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Environmental Protection Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the City of San Diego as the case may be, that maintains such records, for transmission to the Environmental Protection Agency The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

b. *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is

available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

c. *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

e. *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

f. *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

g. *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

III. *Contracts subcontracts and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

IV. *Required disclosures and access*

a. *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the Environmental Protection Agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the Environmental Protection Agency or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

b. *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

c. *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Environmental Protection Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such

a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Environmental Protection Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. *Apprentices and equal employment opportunity*

   *I. Apprentices:*

   a. *Rate of pay:* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

   b. *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

   c. *Apprenticeship ratio*. The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site

in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

d. *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

II. *Equal Employment Opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7. *Contract termination: debarment*. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements*. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Disputes concerning labor standards*. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility*

a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

4. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms “laborers and mechanics” include watchpersons and guards.

1. *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

*3. Withholding for unpaid wages and liquidated damages.*

I. *Withholding process*. The City of San Diego may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

II. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

a. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

b. A contracting agency for its reprocurement costs;

c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

d. A contractor's assignee(s);

e. A contractor's successor(s); or

f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

I. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

II. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

III. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

IV. Informing any other person about their rights under CWHSSA or this part.

c) *CHWSSA required records clause*. In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime

contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

e) *Incorporation by operation of law*. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**9.3.** Note throughout the Construction period of the Project, a representative from the City of San Diego will conduct periodic Labor Standards Interviews with Contractor and Subcontractor construction staff using form SF-1445, Labor Standards Interviews, in accordance with the Davis-Bacon Act. This form and interview seek to verify that construction staff are being paid wages as represented in the weekly payrolls submissions to the City of San Diego.

**10.** **WAGE RATES:** This Contract shall be subject to the following Davis-Bacon Wage Determination:

**10.1.** "General Decision Number: CA20250001 01/24/2025

Superseded General Decision Number: CA20240001

State: California

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

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |
| 1 | 01/24/2025 |

ASBE0005-002 09/01/2023

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

ASBE0005-004 07/04/2022

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

BOIL0092-003 01/01/2024

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 51.98 | 42.11 |

BRCA0004-008 11/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER; MARBLE SETTER | $ 46.73 | 19.02 |

BRCA0018-004 06/01/2023

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 40.21 | 15.23 |
| TILE FINISHER | $ 34.78 | 13.64 |
| TILE LAYER | $ 48.29 | 19.18 |

BRCA0018-010 09/01/2023

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 39.95 | 14.65 |
| TERRAZZO WORKER/SETTER | $ 47.85 | 15.14 |

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

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

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CARP0619-003 07/01/2021

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

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CARP0619-004 07/01/2021

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

Amounts in ""Rates' column are per day

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CARP0721-001 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Modular Furniture Installer | $ 21.85 | 7.15 |

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CARP1607-004 07/01/2021

| | Rates | Fringes |
|---|---|---|

MILLWRIGHT.....$ 51.90 16.48

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ELEC0569-001 06/01/2024

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

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ELEC0569-004 06/03/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (Sound & Communications Sound Technician) | $ 43.78 | 15.39 |

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

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ELEC0569-005 06/03/2024

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Sound Technician | $ 43.78 | 15.39 |

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other

recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/01/2024

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

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ELEC1245-001 06/01/2024

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |

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     (1) Lineman; Cable splicer..$ 70.16            24.46
     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line equipment).............$ 53.30            22.01
     (3) Groundman...............$ 40.76            21.51
     (4) Powderman...............$ 51.87            18.79

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

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 ELEV0018-001 01/01/2024

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 66.63         37.885+a+b

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

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

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 ENGI0012-004 08/01/2024

                                  Rates             Fringes

OPERATOR:  Power Equipment
(DREDGING)
     (1) Leverman................$ 64.10            38.75
     (2) Dredge dozer............$ 58.13            38.75
     (3) Deckmate................$ 58.02            38.75
     (4) Winch operator (stern
     winch on dredge)............$ 57.47            38.75
     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand...................$ 56.93            38.75
     (6) Barge Mate..............$ 57.54            38.75
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 ENGI0012-024 07/01/2023



                                  Rates             Fringes
OPERATOR:  Power Equipment
(All Other Work)
     GROUP  1....................$ 53.90            32.80
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GROUP 2.....$ 54.68 32.80
GROUP 3.....$ 54.97 32.80
GROUP 4.....$ 56.46 32.80
GROUP 6.....$ 56.68 32.80
GROUP 8.....$ 56.79 32.80
GROUP 10.....$ 56.91 32.80
GROUP 12.....$ 57.08 32.80
GROUP 13.....$ 57.18 32.80
GROUP 14.....$ 57.21 32.80
GROUP 15.....$ 57.29 32.80
GROUP 16.....$ 57.41 32.80
GROUP 17.....$ 57.58 32.80
GROUP 18.....$ 57.68 32.80
GROUP 19.....$ 57.79 32.80
GROUP 20.....$ 57.91 32.80
GROUP 21.....$ 58.08 32.80
GROUP 22.....$ 58.18 32.80
GROUP 23.....$ 58.29 32.80
GROUP 24.....$ 58.41 32.80
GROUP 25.....$ 58.58 32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....$ 55.25 32.80
GROUP 2.....$ 56.03 32.80
GROUP 3.....$ 56.32 32.80
GROUP 4.....$ 56.46 32.80
GROUP 5.....$ 56.68 32.80
GROUP 6.....$ 56.79 32.80
GROUP 7.....$ 56.91 32.80
GROUP 8.....$ 57.08 32.80
GROUP 9.....$ 57.25 32.80
GROUP 10.....$ 58.25 32.80
GROUP 11.....$ 59.25 32.80
GROUP 12.....$ 60.25 32.80
GROUP 13.....$ 61.25 32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....$ 55.75 32.80
GROUP 2.....$ 56.53 32.80
GROUP 3.....$ 56.82 32.80
GROUP 4.....$ 56.96 32.80
GROUP 5.....$ 57.18 32.80
GROUP 6.....$ 57.29 32.80
GROUP 7.....$ 57.41 32.80

PREMIUM PAY:

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

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

as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track

maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type

larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

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

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

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

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

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

operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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

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

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

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

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

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

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

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

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type

(over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side

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

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

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

T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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IRON0229-001 01/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 42.53 | 26.26 |
| Ornamental, Reinforcing and Structural | $ 47.45 | 34.90 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2022

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

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

LABORER CLASSIFICATIONS

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

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

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

any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

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

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LABO0089-002 11/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (MASON TENDER) | $ 40.70 | 21.83 |

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape

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

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

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer;  Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter,Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging,  Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing.  Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work.  Pipelayer

Backup Man (Coating, grouting,m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

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

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

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LABO0300-005 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | $ 43.88 | 25.13 |

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

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* LABO0345-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (GUNITE) | | |
| GROUP 1 | $ 53.48 | 22.77 |
| GROUP 2 | $ 52.53 | 22.77 |
| GROUP 3 | $ 48.99 | 22.77 |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2022

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

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LABO1414-003 08/03/2022

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

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

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

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PAIN0036-001 07/01/2023

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

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

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PAIN0036-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | | |
| (1) Building & Heavy Construction | $ 43.59 | 24.80 |
| | Rates | Fringes |
| (2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories) | $ 32.27 | 14.70 |

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PAIN0036-012 10/01/2024

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 52.90 | 22.16 |

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PAIN0036-019 01/01/2024

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 38.77 | 18.62 |

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PLAS0200-005 08/03/2022

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 47.37 | 19.64 |

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

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PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 09/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER | | |
| Camp Pendleton; Vandenberg Air Force Base..... | $ 61.68 | 26.51 |
| Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space..... | $ 53.51 | 25.28 |
| Work ONLY on strip malls, light commercial, tenant improvement and remodel work..... | $ 44.24 | 23.96 |
| All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work..... | $ 59.48 | 26.61 |

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PLUM0016-011 09/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | | |
| Residential..... | $ 47.05 | 22.53 |

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PLUM0345-001 09/01/2023

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

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ROOF0045-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| ROOFER..... | $ 42.80 | 12.64 |

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SFCA0669-001 04/01/2024

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 49.19 | 26.30 |

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SHEE0206-001 07/01/2023

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| Camp Pendleton | $ 50.20 | 30.80 |
| Except Camp Pendleton | $ 48.20 | 30.80 |
| Sheet Metal Technician | $ 36.21 | 10.24 |

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

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TEAM0166-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 30.12 | 29.07 |
| GROUP 2 | $ 40.71 | 29.07 |
| GROUP 3 | $ 40.91 | 29.07 |
| GROUP 4 | $ 41.11 | 29.07 |
| GROUP 5 | $ 41.31 | 29.07 |
| GROUP 6 | $ 41.80 | 29.07 |
| GROUP 7 | $ 43.31 | 29.07 |

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier
GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

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

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

GROUP 7: Repairman

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

## 11. AGENCY SPECIFIC DISADVANTAGED BUSINESS ENTERPRISES PROVISIONS:

### 11.1. EPA Requirements:

1) Federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 - Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).

2) The responsive Bid shall conform to GFE to increase DBE awareness of procurement opportunities through race and gender-neutral efforts. Race and gender-neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance.

3) Bidder agrees that it will cooperate with and assist the City of San Diego in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise GFE to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the Bidder shall, in the selection of Subcontractors, and Suppliers for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative GFE steps.

4) In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share objectives" as specified in Attachment D.

5) The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.

6) If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.

7) Contractor must maintain proper records demonstrating that the 6 Good Faith Efforts where applied when procuring subcontractors:

8) **Disadvantaged Business Enterprises (DBE) Six Good Faith Efforts:** The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project].

   1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

   2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 30 Calendar Days (refer to 33 CFR 33.301) before the bid or proposal closing date.

   3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available".

   4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

   5. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency

(MDBA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.

6. If the Contractor awards Subcontracts, the Contractor shall take the steps in the paragraphs above.

## 12. DBE POTENTIAL RESOURCES CENTERS

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

2) For additional assistance the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.

3) The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

4) Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.

5) If DBE sources are not located, explain why and describe the efforts made.

6) The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

7) A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non-DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

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

1. Federal Agencies (must be contacted)

| Name and Address | Telephone and Website |
|---|---|
| **U.S. Small Business Administration (SBA)**<br>**4500 Market Street, Suite 600**<br>**San Francisco, CA 94105** | (415) 744-6820 (extension 0)<br><br>Dynamic Small Business Search:<br>https://dsbs.sba.gov/search/dsp_dsbs.cfm |

| Name and Address | Telephone and Website |
|---|---|
| **Stephanie Lewis:** stephanie.lewis@sba.gov<br>Technical Support: OCIOSUBNET@sba.gov | Registration: https://connect.sba.gov/<br><br>Bid Notification:<br>https://eweb1.sba.gov/subnet/common/dsp_login.cfm[2] |
| RE: Minority Enterprise Development Offices<br>U.S. Department of Commerce<br>Minority Business Development Agency (MDBA) 1055 Wilshire Blvd, Suite 900<br>Los Angeles, CA 91107 | RE: Business Development Centers<br>(213) 989-3190<br>Bid Notification:<br>https://www.mbda.gov/<br>https://pacelabdc.org/mbda/ |

2. State Agencies (must be contacted)

| Name and Address | Telephone and Website |
|---|---|
| **California Department of Transportation (CALTRANS)**<br>CALTRANS Business Enterprise program<br>1820 Alhambra Blvd.<br>Sacramento, CA 95816<br><br>Mailing Address<br>PO Box 942874<br>Sacramento, CA 94274-0015 | (916) 227-9599<br>DBE Database<br>https://dot.ca.gov/programs/civil-rights/dbe<br>and<br>https://caltrans.dbesystem.com/ |
| **CA Public Utilities Commission (CPUC)**<br>505 Van Ness Avenue<br>San Francisco, CA 94102-3298 | Directory:<br>https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/business-and-community-outreach/supplier-diversity-program/supplier-database |

Notes:

I. The Contractor shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Bidder must provide a copy of all search records for items of work made available with GFE documentation.

II. Contractor shall use SUB-Net to post subcontracting opportunities. Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Bidder must provide copy of the Display Solicitation Record identifying the date solicitation notice was posted with the GFE documentation.

III. The Contractors may use MBDA web portal to post subcontracting opportunities. If utilized, the Contractor shall post subcontractor opportunities at least 30 Calendar

Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.

IV. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Bidder must provide a copy of all search records for items of work made available with GFE documentation.

V. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Bidder must provide a copy of all search records for items of work made available with GFE documentation.

## 13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS

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

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

## 14. FORMS

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

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

   a. Form AA61: List of Work Made Available

   b. Form AA62: Summary of Bids Received

   c. Form AA63: Good Faith Effort List of Subcontractors Solicited

## FORM AA61: LIST OF WORK MADE AVAILABLE

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

| ITEM OF WORK MADE AVAILABLE | NAICS CODE | BIDDER NORMALLY PERFORMS ITEM (Y/N) | ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N) | AMOUNT | PERCENTAGE OF BASE BID |
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## FORM AA62: SUMMARY OF BIDS RECEIVED

| Type of Job | NAICS CODES | Company Name | Selected (Y/N) | Bid Amount | DBE | Non-DBE | Explanation for not Selecting |
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## FORM AA63: GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED

| Contractor Name | Contractor Address | How Located | Date of Contact | Contact Method | Task Description | Response (Yes/No) |
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# 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 (PRIME CONTRACTOR)**

F. **DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**

G. **DISCLOSURE OF LOBBYING ACTIVITIES**

# City of San Diego

**CITY CONTACT:** Antoinette Wynne, Contract Specialist, Email: ARWynne@sandiego.gov
Phone No. (619) 533-3638

# ADDENDUM B

e - Bidding

# FOR

## JAMACHA LOMITA STORM DRAIN

| | |
|---|---|
| BID NO.: | **K-25-2336-DBB-3** |
| SAP NO. (WBS/IO/CC): | **B-16094** |
| CLIENT DEPARTMENT: | **2116** |
| COUNCIL DISTRICT: | **4** |
| PROJECT TYPE: | **CA** |

**BID DUE DATE:**

**2:00 PM**
**APRIL 3, 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:

| | | |
|---|---|---|
| For City Engineer | 3//6/2025<br>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. Sheet L02 on the plans for this project indicate a project biologist is needed. There is no bid item listed for this and nothing is stated in the bid docs, so are we to assume that the City of SD is providing one? If we are to provide one, then under which bid item is it priced under? (On other City of SD bids there is typically a LS bid item called "Biological Monitoring and Reporting).

Also, there are no bid items for the 120 Day PEP or 25-month maintenance & monitoring period, are we to assume that these are included in bid item 66 – Landscape & Irrigation?

A1. The payment for 120-Day PEP work shall be included in the contract unit price shown in bid item for "Hydroseed". The "25-Month Revegetation Maintenance and Monitoring Program" and "Biological Monitoring and Reporting" has been added to the bid list, see Section H, item 1, of this Addendum.

Q2. Please provide and / or clarify where can be located on the plans the Bid Item 45 Sewer Lateral Cleanout.

A2. Please refer to sheet 39959-04-D, Sheet C02, CONSTRUCTION NOTES: 2.

Q3. Will a geotechnical report be provided?

A3. Please refer to Attachment E, Supplementary Special Provisions, Section 3-9 Technical Studies and Subsurface Data.

Q4. Please confirm and / clarify if SE-20 is intended for use on trench zone backfill for pipe, RCB's and around concrete boxes?

A4. Follow contract documents.

Q5. Can native soil be used as a trench zone backfill for pipe, RCB's and around concrete boxes?

A5. Follow contract documents.

Q6. Please clarify what is the difference between Bid Items 6-8 & 70-71 respectively.

A6. Bid Items 6-8 are for base bid items within the influence zone. Bid items 70-71 are additive alternate bid items that are outside the influence zone and are optional or additional work that may be added to the contract.

Q7. Most of pavement incidental repairs / restoration due the storm drains system construction, will not be on the base repair and restoration areas required per C13 or 39959-15-D Drawing No. Please confirm and / or clarify if the incidental restoration of pavement out of the limits per C13 or 39959-15-D Drawing will be paid under each of storm drainage Bid Items.

A7. Additive Alternate A is payment for "Additional Full Width Cold Milling and Type B Overlay" shown in the LEGEND on sheet C-13.

Q8. Profiles shows all the Cleanouts Type A structures going all the way up to finish grade, please clarify if the cleanout boxes are intended to not use risers. Per SDRSD D-09 , Z ( max ) is 6 ' – 8 ' , and Risers are limited to 18" max, please advise.

A8. Install per City of San Diego Standard Drawing D-09.

Q9. Quantity on Bid Item 52 Imported Trench Backfill 100 TON seems to be too low, please clarify is this amount is correct and provide how can be obtained.

A9. Per the geotechnical report existing material will be suitable for use as backfill.

Q10. What is the anticipated work start date?

A10. Anticipated work start date is unknown at this time.

Q11. Please confirm if Bid Items 73 Cold Mill Type B Full Width AC Pavement (2 Inch) & 74 Asphalt Concrete Overlay (2 Inch) corresponds only to the additive alt area.

A11. Bid item 73 and Bid item 74 are Additive Alternate A.

Q12. Quantity on Bid Item 46 Cold Mill Type B Full Width AC Pavement (2 Inch) (1009 SF) and Bid Item 47 Asphalt Concrete Overlay (2 Inch) ( 13 TON ) seems to be too low, per C13 or 39959-15-D , 1009 SF is part of the Additive Alt area, and we believe the total influence area of 20,430 SF corresponds to Bid Item 46 & 47 respectively , please confirm and /or clarify.

A12. Quantity for bid item for "Cold Mill Type B Full Width AC Pavement (2 Inch)" has been updated, see Section H, item 1, of this Addendum.

Q13. Please confirm and / or clarify if Bid Items 35 Additional Bedding & 52 Imported Trench Backfill are intended to be an allowance.

A13. Bid item Additional Bedding has been removed from the bid list, see Section H, item 1, of this Addendum. Bid item for "Imported Trench Backfill" will be used as needed.

Q14. Drawing 39959-07-D / C05, calls out to remove Existing 18" Concrete Asbestos Pipe "CAP", however Drawing 39959-16-D / C14 legend, called out to be abandoned as is described on Bid Item 32. Please clarify.

A14. Some pipe segments are to be abandoned; others are to be removed. Refer to contract documents.

Q15. It seems the intended 48" RCP pipe ( 701 LF ) to be abandoned is beneath the actual houses and not the backyards, at this point the only access for pumping CLSM is from proposed work at STA.8+75.95 in Jamacha Rd. & existing SD box at Beacon Dr on sidewalk, which will not guarantee the complete fill of the pipe specially with CLSM. Please advise.

A15. Bid as advertised.

Q16. Based on question 15, will the City obtain permits to enter the properties above the 48" RCP pipe ( 701 LF ) that is intended to be abandoned by filling it with CLSM?Please confirm and/or clarify who will be responsible for managing access to these properties.See Drawing No. 39959-16-D / C14 for reference.

A16. City will coordinate right of entry permits if needed.

Q17. Please confirm and / or clarify if Bid Items 26 Additional Sidewalk Removal and Replacement & 27 Additional Curb and Gutter Removal and Replacement are intended to be an allowance?, if not please provide location on drawings.

A17. The sidewalk and curb & gutter to be replaced as needed; refer to the contract documents.

Q18. Please advise if a pre-cast concrete box culvert would be acceptable in lieu of the cast-in-place concrete culvert specified in bid item 10. Using a pre-cast culvert would reduce installation duration, minimize impact to the public, and significantly lower the risk of conflicts with the existing electrical ductbank by limiting the required excavation width.

A18. Cast-in-place concrete shall be used for this project.

Q19. Please provide details regarding the relocation of the existing electrical ductbank shown on sheet 3 and 4. A cast in place box culvert would necessitate a wide excavation which would require significant clearance around the existing utilities that parallel the proposed box culvert.

A19. The relocation will be completed by the dry utilities prior to the start of construction.

## C. TABLE OF CONTENTS

1. To **Section E. SUPPLEMENTARY SPECIAL PROVISIONS,** page 4, **ADD** the following:

    11. Appendix K – Long Term Maintenance and Monitoring Agreement

## D. NOTICE INVITING BIDS

1. To Section **3. ESTIMATED CONSTRUCTION COST**, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:

    **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **$3,820,000.00.**

2. To Section **6. LICENSE REQUIREMENTS:**, page 7, **ADD** the following:

    **6.1. ADDITIONAL LICENSE REQUIREMENTS:** See Appendix K - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.

3. To **NOTICE INVITING BIDS**, page 9, **ADD** the following:

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

a. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix K**.

## E. ADDENDUM

1. To ADDENDUM A, **Section D, ATTACHMENTS,** WIFIA FUNDING PROVISIONS, ITEM 10, WAGE RATES, pages 37 through 66, **DELETE** in their entirety and **SUBSTITUTE** with pages 34 through 63 of this Addendum.

## F. ATTACHMENTS

1. To Attachment A, Scope Of Work, page 24, item **1. SCOPE OF WORK**, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**1. SCOPE OF WORK:** Construction of Jamacha Lomita Storm Drain consists of the installment of 666' of 6X4 concrete culvert box, 18", 24", 30", and 48" LF of reinforced storm drain, abandonment of approximately 1355 LF of 18", 30", and 48" corrugated steel pipe and reinforced concrete storm drain pipe, installation of 40 LF of 8" PVC water pipe. The work includes the associated inlets, cleanouts, curb ramps, pavement restoration, revegetation of the impacted area within the project footprint, 25-Month LTMMA, and roadway improvements in accordance with these specifications and drawings.

2. To **ATTACHMENT G, CONTRACT AGREEMENT**, page 191, **DELETE** in its entirety and **REPLACE** with page 33 of this Addendum.

## G. SUPPLEMENTARY SPECIAL PROVISIONS

1. To **ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS**, page 140, **ADD** the following:

### 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. 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.

**802-4** **Payment.** To the "WHITEBOOK", item 1, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

e. The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long Term Maintenance and Monitoring Agreement (LTMMA) included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "25-Month Revegetation Maintenance and Monitoring Program", unless otherwise specified.

2. To Attachment E, Supplementary Special Provisions, Supplementary Special Provisions **Appendices**, **ADD "Appendix K – Long-Term Maintenance And Monitoring Agreement",** pages 10 through 32 of this Addendum.

## H. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

   For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been ~~Stricken out.~~

| Section | Item Code | Description | UoM | Quantity | Payment Reference |
|---|---|---|---|---|---|
| Main Bid | 541330 | 25-Month Revegetation Maintenance and Monitoring Program | LS | 1 | 802-4 |
| ~~Main Bid~~ | ~~541330~~ | ~~Landscape and Irrigation~~ | ~~LS~~ | ~~1~~ | ~~802-4~~ |
| Main Bid | 541330 | Biological Monitoring and Reporting | LS | 1 | 802-4 |
| Main Bid | 237310 | Cold Mill Type B Full Width AC Pavement (2 Inch) | SF | ~~1009~~ 11873 | 302-5.2.1 |
| ~~Main Bid~~ | ~~237110~~ | ~~Additional Bedding~~ | ~~CY~~ | ~~105~~ | ~~306-15.1~~ |

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 18, 2025*
San Diego, California

RA/MA/ker

# APPENDIX K

# LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

## LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **TC Construction Company, Inc.** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

**A.** Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **JAMACHA LOMITA STORM DRAIN** (Project), WBS/IO no. **B-16094** Bid No. **K-25-2336-DBB-3.**

**B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **JAMACHA LOMITA STORM DRAIN** (Maintenance Requirements).

**C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

### INTRODUCTORY PROVISIONS

**A.** **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.

**B.** **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.

**C.** **Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1** of **ATTACHMENT E – Supplementary Special Provisions** and **Section 802** of the 2021

GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.

**D.** **Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK (**Part 1, and Part 8)**, and Special Provisions, (**Contract Document- Equal Opportunity Contracting Program)** except as otherwise stated in this LTMMA.

**E.** **Partial Release of Payment Bond and Performance Bond.**

**1.** **Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").

**2.** **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

**2.1** Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").

**2.2** Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount

specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.

3. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

**1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

**1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

**1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

**1.4. License.** The Contractor shall hold the following licenses in good standing:

**1.4.1. C-27** State Contractor's License.

**1.4.1.1.** Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

**1.4.2.** Pest Control Advisor's License.

**1.4.2.1.** Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

**1.4.3.** Registration with the County Agriculture Commission.

**1.4.4.** Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

**1.4.5.** City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C**.

**1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

## SECTION 2 – ADMINISTRATION

**2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of Purchasing & Contracting Department, Public Works Division. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.

**2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

**2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.

**2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.

**2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

## SECTION 3: WORK SITE MAINTENANCE

**3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

**3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from

the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

**3.3.** **Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.

**3.4.** **Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

## SECTION 4: COMPENSATION

**4.1.** **Maximum Compensation.** The compensation for this LTMMA shall not exceed **Seventy Seven Thousand Dollars and Zero Cents ($77,000.00)** (Contract Price).

**4.2.** **Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

**4.3.** **Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

**4.3.1** The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

**4.3.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

**4.3.3** The Contractor has provided a final work summary report to the City.

**4.3.4** The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

## SECTION 5: BONDS AND INSURANCE

**5.1.** **Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

**5.1.1.** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

**5.1.2.** A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

**5.2.** **Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have

complied with the following:

**5.2.1.** Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

**5.2.2.** Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

## SECTION 6: MISCELLANOUS

**6.1.** **Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.

**6.2.** **City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.

**6.3.** **Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.

**6.4.** **Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

**6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

**6.7. Jurisdiction and Venue**. The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

**6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.

**6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.

**6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant,

condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.

**6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

THE CITY OF SAN DIEGO

By: Stephen Samara

Printed Name: Stephen Samara

Principal Contract Specialist
Purchasing & Contracting Department

Date: 8/1/2025

I HEREBY CERTIFY I can legally bind **TC Construction Company, Inc.** and that I have read this entire contract.

By: [signature]

Printed Name: Austin Cameron

Title: President

Date: 6/10/25

I HEREBY APPROVE the form of the foregoing Contract this

Heather Ferbert, City Attorney

By: [signature]

Printed Name: Ray Palmucci

Deputy City Attorney

Date: 8/5/25

## EXHIBIT A

## SCOPE OF WORK

**I. Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered L02through L03(Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.

**II. Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

**III. Method of Performing Work.**

**A. Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain

all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:

   a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).

   b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.

   c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.

   d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to

encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

   a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

   b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:

   a) Not duplicate any coded City key furnished by City for access and operation of the controller;

b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;

c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and

d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

**B. Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

**C. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due

to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.

2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

**D.** **Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be

retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.

2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.

3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:

   a) iron chelate;

   b) soil sulfur;

   c) gypsum; or

   d) surfactant enzymes such as Sarvon or Naiad.

4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

**E.** **Weed Removal.** The Contractor shall completely remove weeds from the Re-vegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.

**F.** **Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other

materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.

2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

**G. Plant Replacement.** Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.

2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.

3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

**H.** **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

**I.** **Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.

2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

**J.** **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.

**K.** **Final Site Cleanup**. Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

# EXHIBIT B

## INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802

**EXHIBIT C**

**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** 402459

Name of License Holder: T C Construction Company Inc

Expiration Date: 4/30/27

**City of San Diego Business License Number:** B19Y00473

Expiration Date: 3/31/26

**ATTACHMENT G**

**CONTRACT AGREEMENT**

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**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **TC Construction Company, Inc.**, herein called "Contractor" for construction of **JAMACHA LOMITA STORM DRAIN**; Bid No. **K-25-2336-DBB-3**; in the total amount **Four Million Two Hundred Twenty Seven Thousand Two Hundred Forty Two Dollars and Twenty Five Cents ($4,227,242.25)**, which is comprised of the Base Bid plus Additive Alternates A & B, consisting of an amount not to exceed **Four Million Two Hundred Twenty Seven Thousand Two Hundred Forty Two Dollars and Twenty Five Cents ($4,227,242.25)**.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:

   (a) The attached Faithful Performance and Payment Bonds.

   (b) The attached Proposal included in the Bid documents by the Contractor.

   (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).

   (d) Long Term Maintenance and Monitoring Agreement

   (e) That certain documents entitled **JAMACHA LOMITA STORM DRAIN**, on file in the office of the Purchasing & Contracting Department as Document No. **K-25-2336-DBB-3**, as well as all matters referenced therein.

2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **JAMACHA LOMITA STORM DRAIN**, Bid Number **K-25-2336-DBB-3**, San Diego, California.

3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.

4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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

"General Decision Number: CA20250001 03/14/2025

Superseded General Decision Number: CA20240001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |
| 1 | 01/24/2025 |
| 2 | 02/07/2025 |
| 3 | 02/21/2025 |
| 4 | 02/28/2025 |
| 5 | 03/14/2025 |

ASBE0005-002 09/01/2023

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

ASBE0005-004 07/04/2022

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

BOIL0092-003 01/01/2024

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 51.98 | 42.11 |

BRCA0004-008 11/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER; MARBLE SETTER | $ 46.73 | 19.02 |

BRCA0018-004 06/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 43.38 | 15.36 |
| TILE FINISHER | $ 37.96 | 13.77 |
| TILE LAYER | $ 51.82 | 19.32 |

BRCA0018-010 09/01/2023

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 39.95 | 14.65 |
| TERRAZZO WORKER/SETTER | $ 47.85 | 15.14 |

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 CARP0213-003 07/01/2021

                                  Rates          Fringes

Drywall
     (1) Work on wood framed
     construction of single
     family residences,
     apartments or condominiums
     under four stories
      Drywall Installer/Lather...$ 32.14            16.28
      Drywall Stocker/Scrapper...$ 22.16             8.62
---------------------------------------------------------------
 CARP0619-002 07/01/2021

                                  Rates          Fringes

Drywall
     (2) All other work
      Drywall Installer/Lather...$ 42.80            16.28
      Drywall Stocker/Scrapper...$ 23.07             8.62
---------------------------------------------------------------
 CARP0619-003 07/01/2021

                                  Rates          Fringes

CARPENTER
     (1)  Bridge.................$ 51.53            16.28
     (2)  Commercial Building....$ 46.30            16.28
     (3)  Heavy & Highway........$ 51.40            16.28
     (4)  Residential Carpenter..$ 38.47            16.28
     (5)  Residential
     Insulation Installer........$ 24.16            15.76
PILEDRIVERMAN....................$ 51.53            16.28
---------------------------------------------------------------
 CARP0619-004 07/01/2021

                                  Rates          Fringes

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

Amounts in ""Rates' column are per day
---------------------------------------------------------------
 CARP0721-001 07/01/2021
                                  Rates          Fringes

Modular Furniture Installer......$ 21.85             7.15
---------------------------------------------------------------
 CARP1607-004 07/01/2021
                                  Rates          Fringes

MILLWRIGHT.......................$ 51.90            16.48
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ELEC0569-001 06/01/2024

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

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ELEC0569-004 06/03/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (Sound & Communications Sound Technician) | $ 43.78 | 15.39 |

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

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ELEC0569-005 06/03/2024

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Sound Technician | $ 43.78 | 15.39 |

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

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

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/01/2024

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

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ELEC1245-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 70.16 | 24.71 |
| (2) Equipment specialist (operates crawler tractors, commercial motor | | |

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                                        Rates          Fringes
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line equipment).............$ 53.30            22.26
     (3) Groundman...............$ 40.76            21.76
     (4) Powderman...............$ 51.87            18.79

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

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 ELEV0018-001 01/01/2025

                                   Rates          Fringes

ELEVATOR MECHANIC................$ 69.43       38.435+a+b

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

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

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 ENGI0012-004 08/01/2024

                                   Rates          Fringes

OPERATOR:  Power Equipment
(DREDGING)
     (1) Leverman................$ 64.10            38.75
     (2) Dredge dozer............$ 58.13            38.75
     (3) Deckmate................$ 58.02            38.75
     (4) Winch operator (stern
     winch on dredge)............$ 57.47            38.75
     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand...................$ 56.93            38.75
     (6) Barge Mate..............$ 57.54            38.75
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 ENGI0012-024 07/01/2023

                                   Rates          Fringes

OPERATOR:  Power Equipment
(All Other Work)
     GROUP  1....................$ 53.90            32.80
     GROUP  2....................$ 54.68            32.80
     GROUP  3....................$ 54.97            32.80
     GROUP  4....................$ 56.46            32.80
     GROUP  6....................$ 56.68            32.80
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| | Rates | Fringes |
|---|---|---|
| GROUP 8 | $ 56.79 | 32.80 |
| GROUP 10 | $ 56.91 | 32.80 |
| GROUP 12 | $ 57.08 | 32.80 |
| GROUP 13 | $ 57.18 | 32.80 |
| GROUP 14 | $ 57.21 | 32.80 |
| GROUP 15 | $ 57.29 | 32.80 |
| GROUP 16 | $ 57.41 | 32.80 |
| GROUP 17 | $ 57.58 | 32.80 |
| GROUP 18 | $ 57.68 | 32.80 |
| GROUP 19 | $ 57.79 | 32.80 |
| GROUP 20 | $ 57.91 | 32.80 |
| GROUP 21 | $ 58.08 | 32.80 |
| GROUP 22 | $ 58.18 | 32.80 |
| GROUP 23 | $ 58.29 | 32.80 |
| GROUP 24 | $ 58.41 | 32.80 |
| GROUP 25 | $ 58.58 | 32.80 |
| OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting) | | |
| GROUP 1 | $ 55.25 | 32.80 |
| GROUP 2 | $ 56.03 | 32.80 |
| GROUP 3 | $ 56.32 | 32.80 |
| GROUP 4 | $ 56.46 | 32.80 |
| GROUP 5 | $ 56.68 | 32.80 |
| GROUP 6 | $ 56.79 | 32.80 |
| GROUP 7 | $ 56.91 | 32.80 |
| GROUP 8 | $ 57.08 | 32.80 |
| GROUP 9 | $ 57.25 | 32.80 |
| GROUP 10 | $ 58.25 | 32.80 |
| GROUP 11 | $ 59.25 | 32.80 |
| GROUP 12 | $ 60.25 | 32.80 |
| GROUP 13 | $ 61.25 | 32.80 |
| OPERATOR: Power Equipment (Tunnel Work) | | |
| GROUP 1 | $ 55.75 | 32.80 |
| GROUP 2 | $ 56.53 | 32.80 |
| GROUP 3 | $ 56.82 | 32.80 |
| GROUP 4 | $ 56.96 | 32.80 |
| GROUP 5 | $ 57.18 | 32.80 |
| GROUP 6 | $ 57.29 | 32.80 |
| GROUP 7 | $ 57.41 | 32.80 |

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

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

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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* IRON0229-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 45.78 | 26.51 |
| Ornamental, Reinforcing and Structural | $ 50.70 | 35.15 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (BUILDING and all other Residential Construction) | | |
| Group 1 | $ 42.71 | 24.29 |
| Group 2 | $ 43.44 | 24.29 |
| Group 3 | $ 44.27 | 24.29 |
| Group 4 | $ 45.47 | 24.29 |
| Group 5 | $ 45.87 | 24.29 |
| LABORER (RESIDENTIAL CONSTRUCTION - See definition below) | | |
| (1) Laborer | $ 40.61 | 22.62 |
| (2) Cleanup, Landscape, Fencing (Chain Link & Wood) | $ 39.32 | 22.62 |

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new

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

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

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LABO0089-002 11/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (MASON TENDER) | $ 40.70 | 21.83 |

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LABO0089-004 07/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| Group 1 | $ 43.83 | 24.29 |
| Group 2 | $ 44.34 | 24.29 |
| Group 3 | $ 44.87 | 24.29 |
| Group 4 | $ 46.11 | 24.29 |
| Group 5 | $ 47.85 | 24.29 |

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber,Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush

Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

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

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

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

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LABO0300-005 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | $ 43.88 | 25.13 |

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

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LABO0345-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (GUNITE) | | |
| GROUP 1 | $ 53.48 | 22.77 |
| GROUP 2 | $ 52.53 | 22.77 |
| GROUP 3 | $ 48.99 | 22.77 |

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING) | | |
| (1) Drilling Crew Laborer | $ 45.34 | 20.06 |
| (2) Vehicle Operator/Hauler | $ 45.51 | 20.06 |
| (3) Horizontal Directional Drill Operator | $ 47.36 | 20.06 |
| (4) Electronic Tracking Locator | $ 49.36 | 20.06 |
| Laborers: (STRIPING/SLURRY SEAL) | | |
| GROUP 1 | $ 46.65 | 23.17 |
| GROUP 2 | $ 47.95 | 23.17 |
| GROUP 3 | $ 49.96 | 23.17 |
| GROUP 4 | $ 51.70 | 23.17 |

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently

affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

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LABO1414-003 08/07/2024

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| PLASTER CLEAN-UP LABORER | $ 43.57 | 25.17 |
| PLASTER TENDER | $ 46.12 | 25.17 |

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

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

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PAIN0036-001 07/01/2023

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

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

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PAIN0036-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | | |
| (1) Building & Heavy Construction | $ 43.59 | 24.80 |
| (2) Residential Construction (Wood frame apartments, single family | | |

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                                  Rates          Fringes
     homes and  multi-duplexes
     up to and  including four
     stories)....................$ 32.27           14.70
----------------------------------------------------------------
 PAIN0036-012 10/01/2024
                                  Rates          Fringes

GLAZIER.........................$ 52.90           22.16
----------------------------------------------------------------
 PAIN0036-019 01/01/2024
                                  Rates          Fringes

SOFT FLOOR LAYER................$ 38.77           18.62
----------------------------------------------------------------
 PLAS0200-005 08/03/2022
                                  Rates          Fringes

PLASTERER.......................$ 47.37           19.64

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

----------------------------------------------------------------
 PLAS0500-001 07/01/2018

                                  Rates          Fringes

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

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

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

  GROUP 2: Work classified as type I and II construction

  GROUP 3: All other work

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 PLUM0016-006 09/01/2024

                                  Rates          Fringes

PLUMBER, PIPEFITTER,
STEAMFITTER
     Camp Pendleton; Vandenberg
     Air Force Base..............$ 61.68           26.51
                                  Rates          Fringes
     Work ONLY on new additions
```

```
                                  Rates          Fringes
     and remodeling of
     commercial buildings,
     bars, restaurants, and
     stores not to exceed 5,000
     sq. ft. of floor space......$ 53.51            25.28
     Work ONLY on strip malls,
     light commercial, tenant
     improvement and remodel
     work........................$ 44.24            23.96
     All other work except work
     on new additions and
     remodeling of bars,
     restaurant, stores and
     commercial buildings not
     to exceed 5,000 sq. ft. of
     floor space and work on
     strip malls, light
     commercial, tenant
     improvement and remodel
     work........................$ 59.48            26.61
-----------------------------------------------------------------
 PLUM0016-011 09/01/2024

                                  Rates          Fringes

PLUMBER/PIPEFITTER
     Residential.................$ 47.05            22.53
-----------------------------------------------------------------
 PLUM0345-001 09/01/2023

                                  Rates          Fringes

PLUMBER
     Landscape/Irrigation Fitter.$ 40.20            25.90
     Sewer & Storm Drain Work....$ 44.29            23.28
-----------------------------------------------------------------
 ROOF0045-001 07/01/2024

                                  Rates          Fringes

ROOFER..........................$ 42.80            12.64
-----------------------------------------------------------------
 SFCA0669-001 01/01/2025

                                  Rates          Fringes

SPRINKLER FITTER................$ 49.19            26.89
-----------------------------------------------------------------
 SHEE0206-001 07/01/2023
                                  Rates          Fringes

SHEET METAL WORKER
     Camp Pendleton..............$ 50.20            30.80
     Except Camp Pendleton.......$ 48.20            30.80
     Sheet Metal Technician......$ 36.21            10.24
SHEET METAL TECHNICIAN - SCOPE:
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a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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TEAM0166-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 30.12 | 29.07 |
| GROUP 2 | $ 40.71 | 29.07 |
| GROUP 3 | $ 40.91 | 29.07 |
| GROUP 4 | $ 41.11 | 29.07 |
| GROUP 5 | $ 41.31 | 29.07 |
| GROUP 6 | $ 41.80 | 29.07 |
| GROUP 7 | $ 43.31 | 29.07 |

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

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

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

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

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

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END OF GENERAL DECISION"

# City of San Diego

**CITY CONTACT:** Antoinette Wynne, Contract Specialist, Email: ARWynne@sandiego.gov
Phone No. (619) 533-3638

# ADDENDUM C

e - Bidding

# FOR

## JAMACHA LOMITA STORM DRAIN

| | |
|---|---|
| BID NO.: | **K-25-2336-DBB-3** |
| SAP NO. (WBS/IO/CC): | **B-16094** |
| CLIENT DEPARTMENT: | **2116** |
| COUNCIL DISTRICT: | **4** |
| PROJECT TYPE: | **CA** |

**BID DUE DATE:**

**2:00 PM**
**APRIL 3, 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. ADDENDUM

1. To Addendum B, **Section E, ADDENDUM,** page 7, item 1, WIFIA FUNDING PROVISIONS, ITEM 10, WAGE RATES pages 34 through 63, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 32 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 21, 2025*
San Diego, California

RA/MA/ker

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

"General Decision Number: CA20250001 03/21/2025

Superseded General Decision Number: CA20240001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |
| 1 | 01/24/2025 |
| 2 | 02/07/2025 |
| 3 | 02/21/2025 |
| 4 | 02/28/2025 |
| 5 | 03/14/2025 |
| 6 | 03/21/2025 |

ASBE0005-002 09/01/2023

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

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ASBE0005-004 07/04/2022

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

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BOIL0092-003 01/01/2024

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 51.98 | 42.11 |

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BRCA0004-008 11/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER; MARBLE SETTER | $ 46.73 | 19.02 |

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BRCA0018-004 06/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 43.38 | 15.36 |
| TILE FINISHER | $ 37.96 | 13.77 |
| TILE LAYER | $ 51.82 | 19.32 |

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* BRCA0018-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 42.11 | 14.67 |
| TERRAZZO WORKER/SETTER | $ 49.62 | 15.26 |

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 CARP0213-003 07/01/2021

                                  Rates             Fringes

Drywall
     (1) Work on wood framed
     construction of single
     family residences,
     apartments or condominiums
     under four stories
      Drywall Installer/Lather...$ 32.14            16.28
      Drywall Stocker/Scrapper...$ 22.16             8.62
----------------------------------------------------------------
 CARP0619-002 07/01/2021

                                  Rates             Fringes

Drywall
     (2) All other work
      Drywall Installer/Lather...$ 42.80            16.28
      Drywall Stocker/Scrapper...$ 23.07             8.62
----------------------------------------------------------------
 CARP0619-003 07/01/2021

                                  Rates             Fringes

CARPENTER
     (1)  Bridge.................$ 51.53            16.28
     (2)  Commercial Building....$ 46.30            16.28
     (3)  Heavy & Highway........$ 51.40            16.28
     (4)  Residential Carpenter..$ 38.47            16.28
     (5)  Residential
     Insulation Installer........$ 24.16            15.76
PILEDRIVERMAN...................$ 51.53            16.28
----------------------------------------------------------------
 CARP0619-004 07/01/2021

                                  Rates             Fringes

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

Amounts in ""Rates' column are per day
----------------------------------------------------------------
 CARP0721-001 07/01/2021

                                  Rates             Fringes

Modular Furniture Installer......$ 21.85             7.15
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 CARP1607-004 07/01/2021

                                  Rates          Fringes

MILLWRIGHT......................$ 51.90            16.48
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ELEC0569-001 06/01/2024

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

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ELEC0569-004 06/03/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (Sound & Communications Sound Technician) | $ 43.78 | 15.39 |

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

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ELEC0569-005 06/03/2024

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Sound Technician | $ 43.78 | 15.39 |

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

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

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/01/2024

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

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ELEC1245-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 70.16 | 24.71 |
| (2) Equipment specialist (operates crawler tractors, commercial motor | | |

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                                  Rates             Fringes
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line equipment).............$ 53.30            22.26
     (3) Groundman...............$ 40.76            21.76
     (4) Powderman...............$ 51.87            18.79

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

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 ELEV0018-001 01/01/2025

                                  Rates             Fringes

ELEVATOR MECHANIC................$ 69.43            38.435+a+b

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

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

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 ENGI0012-004 08/01/2024

                                  Rates             Fringes

OPERATOR:  Power Equipment
(DREDGING)
     (1) Leverman................$ 64.10            38.75
     (2) Dredge dozer............$ 58.13            38.75
     (3) Deckmate................$ 58.02            38.75
     (4) Winch operator (stern
     winch on dredge)............$ 57.47            38.75
     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand...................$ 56.93            38.75
     (6) Barge Mate..............$ 57.54            38.75
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 ENGI0012-024 07/01/2023

                                  Rates             Fringes

OPERATOR:  Power Equipment
(All Other Work)
     GROUP  1....................$ 53.90            32.80
     GROUP  2....................$ 54.68            32.80
     GROUP  3....................$ 54.97            32.80
     GROUP  4....................$ 56.46            32.80
     GROUP  6....................$ 56.68            32.80
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| | Rates | Fringes |
|---|---|---|
| GROUP 8 | $ 56.79 | 32.80 |
| GROUP 10 | $ 56.91 | 32.80 |
| GROUP 12 | $ 57.08 | 32.80 |
| GROUP 13 | $ 57.18 | 32.80 |
| GROUP 14 | $ 57.21 | 32.80 |
| GROUP 15 | $ 57.29 | 32.80 |
| GROUP 16 | $ 57.41 | 32.80 |
| GROUP 17 | $ 57.58 | 32.80 |
| GROUP 18 | $ 57.68 | 32.80 |
| GROUP 19 | $ 57.79 | 32.80 |
| GROUP 20 | $ 57.91 | 32.80 |
| GROUP 21 | $ 58.08 | 32.80 |
| GROUP 22 | $ 58.18 | 32.80 |
| GROUP 23 | $ 58.29 | 32.80 |
| GROUP 24 | $ 58.41 | 32.80 |
| GROUP 25 | $ 58.58 | 32.80 |
| OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting) | | |
| GROUP 1 | $ 55.25 | 32.80 |
| GROUP 2 | $ 56.03 | 32.80 |
| GROUP 3 | $ 56.32 | 32.80 |
| GROUP 4 | $ 56.46 | 32.80 |
| GROUP 5 | $ 56.68 | 32.80 |
| GROUP 6 | $ 56.79 | 32.80 |
| GROUP 7 | $ 56.91 | 32.80 |
| GROUP 8 | $ 57.08 | 32.80 |
| GROUP 9 | $ 57.25 | 32.80 |
| GROUP 10 | $ 58.25 | 32.80 |
| GROUP 11 | $ 59.25 | 32.80 |
| GROUP 12 | $ 60.25 | 32.80 |
| GROUP 13 | $ 61.25 | 32.80 |
| OPERATOR: Power Equipment (Tunnel Work) | | |
| GROUP 1 | $ 55.75 | 32.80 |
| GROUP 2 | $ 56.53 | 32.80 |
| GROUP 3 | $ 56.82 | 32.80 |
| GROUP 4 | $ 56.96 | 32.80 |
| GROUP 5 | $ 57.18 | 32.80 |
| GROUP 6 | $ 57.29 | 32.80 |
| GROUP 7 | $ 57.41 | 32.80 |

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

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

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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IRON0229-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 45.78 | 26.51 |
| Ornamental, Reinforcing and Structural | $ 50.70 | 35.15 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (BUILDING and all other Residential Construction) | | |
| Group 1 | $ 42.71 | 24.29 |
| Group 2 | $ 43.44 | 24.29 |
| Group 3 | $ 44.27 | 24.29 |
| Group 4 | $ 45.47 | 24.29 |
| Group 5 | $ 45.87 | 24.29 |
| LABORER (RESIDENTIAL CONSTRUCTION - See definition below) | | |
| (1) Laborer | $ 40.61 | 22.62 |
| (2) Cleanup, Landscape, Fencing (Chain Link & Wood) | $ 39.32 | 22.62 |

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter

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

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

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LABO0089-002 11/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (MASON TENDER)..... | $ 40.70 | 21.83 |

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LABO0089-004 07/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| Group 1..... | $ 43.83 | 24.29 |
| Group 2..... | $ 44.34 | 24.29 |
| Group 3..... | $ 44.87 | 24.29 |
| Group 4..... | $ 46.11 | 24.29 |
| Group 5..... | $ 47.85 | 24.29 |

LABORER CLASSIFICATIONS

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

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

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

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

hand propelled.

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

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

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LABO0300-005 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | $ 43.88 | 25.13 |

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

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LABO0345-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (GUNITE) | | |
| GROUP 1 | $ 53.48 | 22.77 |
| GROUP 2 | $ 52.53 | 22.77 |
| GROUP 3 | $ 48.99 | 22.77 |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar

type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING) | | |
| (1) Drilling Crew Laborer | $ 45.34 | 20.06 |
| (2) Vehicle Operator/Hauler | $ 45.51 | 20.06 |
| (3) Horizontal Directional Drill Operator | $ 47.36 | 20.06 |
| (4) Electronic Tracking Locator | $ 49.36 | 20.06 |
| Laborers: (STRIPING/SLURRY SEAL) | | |
| GROUP 1 | $ 46.65 | 23.17 |
| GROUP 2 | $ 47.95 | 23.17 |
| GROUP 3 | $ 49.96 | 23.17 |
| GROUP 4 | $ 51.70 | 23.17 |

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the

application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

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LABO1414-003 08/07/2024

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| PLASTER CLEAN-UP LABORER | $ 43.57 | 25.17 |
| PLASTER TENDER | $ 46.12 | 25.17 |

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

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

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PAIN0036-001 07/01/2023

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

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

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PAIN0036-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | | |
| (1) Building & Heavy Construction | $ 43.59 | 24.80 |
| (2) Residential | | |

| | Rates | Fringes |
|---|---|---|
| Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories) | $ 32.27 | 14.70 |

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PAIN0036-012 10/01/2024

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 52.90 | 22.16 |

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PAIN0036-019 01/01/2024

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 38.77 | 18.62 |

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PLAS0200-005 08/03/2022

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 47.37 | 19.64 |

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

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PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 09/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER | | |
| Camp Pendleton; Vandenberg Air Force Base | $ 61.68 | 26.51 |
| Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space | $ 53.51 | 25.28 |
| Work ONLY on strip malls, light commercial, tenant improvement and remodel work | $ 44.24 | 23.96 |
| All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work | $ 59.48 | 26.61 |

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PLUM0016-011 09/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | | |
| Residential | $ 47.05 | 22.53 |

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PLUM0345-001 09/01/2023

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

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ROOF0045-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 42.80 | 12.64 |

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SFCA0669-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 49.19 | 26.89 |

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SHEE0206-001 07/01/2023

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| Camp Pendleton | $ 50.20 | 30.80 |
| Except Camp Pendleton | $ 48.20 | 30.80 |
| Sheet Metal Technician | $ 36.21 | 10.24 |

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

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TEAM0166-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 30.12 | 29.07 |
| GROUP 2 | $ 40.71 | 29.07 |
| GROUP 3 | $ 40.91 | 29.07 |
| GROUP 4 | $ 41.11 | 29.07 |
| GROUP 5 | $ 41.31 | 29.07 |
| GROUP 6 | $ 41.80 | 29.07 |
| GROUP 7 | $ 43.31 | 29.07 |

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

# City of San Diego

**CITY CONTACT:** Antoinette Wynne, Contract Specialist, Email: ARWynne@sandiego.gov
Phone No. (619) 533-3638

# ADDENDUM D

e - Bidding

# FOR

## JAMACHA LOMITA STORM DRAIN

| | |
|---|---|
| BID NO.: | **K-25-2336-DBB-3** |
| SAP NO. (WBS/IO/CC): | **B-16094** |
| CLIENT DEPARTMENT: | **2116** |
| COUNCIL DISTRICT: | **4** |
| PROJECT TYPE: | **CA** |

**BID DUE DATE:**

**2:00 PM**
**APRIL 24, 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.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 3, 2025*
San Diego, California

RA/MA/ker

# City of San Diego

**CITY CONTACT:** Antoinette Wynne, Contract Specialist, Email: ARWynne@sandiego.gov
Phone No. (619) 533-3638

# ADDENDUM E

e - Bidding

# FOR

## JAMACHA LOMITA STORM DRAIN

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## A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

## B. BIDDER's QUESTIONS

Q1. Once we have posted our listings on the specified website(s) and receive a bid that meets the required participation percentage, are we still required to continue the GFE process?

A1. The solicitation is funded by the United States Environmental Protection Agency (USEPA) and the Water Infrastructure Finance and Innovation Act (WIFIA) Program. Therefore, the submission of Good Faith Effort documentation is mandatory, regardless of whether the goals have been achieved or not. Please refer to Solicitation, Attachment D- Water Infrastructure and Innovation Act (WIFIA) Program Agency Provisions, Section 11 – Agency Specific Disadvantaged Business Enterprises Provisions: EPA Requirements.

Q2. Is the purpose of the GFE solely to achieve the specified percentage in the bid? If we meet the required percentage, is our GFE obligation considered complete?

A2. Refer to question 1 response.

Q3. The GFE guidelines state: *"It is the Bidder's responsibility to display their level of intent to attract and use DBEs on this project."* How is this intent evaluated? Specifically, how many emails, postings, or phone calls are considered sufficient? Again, once the required percentage is met, does the GFE process conclude?

A3. The Bidder shall send invitations to at least 10 (or all, if less than 10) DBE firms for each item of work made available on Form AA61 for each agency listed in the solicitation: SBA, Caltrans, & the Supplier Clearinghouse (CPUC). All documentation of outreach efforts, such as emails, postings, and phone calls, must be included. Please refer to the EPA Good Faith Effort Guideline on PlanetBids for further details.

Q4. If the participation goals are met at the time of bid submission, is the GFE documentation still required to be submitted within four days following the bid opening?

A4. Refer to question 1 response.

## C. TABLE OF CONTENTS

1. To **Section 5, ATTACHMENTS, item D, WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM FUNDING AGENCY PROVISIONS,** subitem 14 FORMS, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   14. Forms

   Form 4500-2 DBE Subcontractor Participation Form

   Form AA61 List of Work Made Available

   Form AA62 Summary of Bids Received

   Form AA63 Good Faith Effort List of Subcontractors Solicited

   EPA FORM 5700-52A MBE/WBE Utilization Form

## D. ADDENDUM

1. To Addendum A, **Section B**, **CONTRACT DOCUMENTS**, page 2, item 1, TABLE OF CONTENTS, **DELETE** in its entirety.

2. To Addendum A, **Section C**, **REQUIRED DOCUMENTS SCHEDULE**, page 2, item 1, REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING, pages 5 through 6, **DELETE** in its entirety and **SUBSTITUTE** with page 5 of this Addendum.

3. To Addendum A, **Section D**, **ATTACHMENTS, ATTACHMENT D, WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM FUNDING AGENCY PROVISIONS,** page 70, Section 14 FORMS, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   **14. FORMS**

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

   a. Form AA61: List of Work Made Available

   b. Form AA62: Summary of Bids Received

   c. Form AA63: Good Faith Effort List of Subcontractors Solicited

   14.2. Bidder is to provide the following form to all DBE subcontractors

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

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

14.3. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements (See instructions).

1. EPA FORM 5700-52A MBE/WBE Utilization Form

4. To Addendum C, **Section B, ADDENDUM,** page 2, item 1, WIFIA FUNDING PROVISIONS, ITEM 10, WAGE RATES, pages 3 through 32, **DELETE** in their entirety and **SUBSTITUTE** with pages 6 through 35 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 11, 2025*
San Diego, California

RA/MA/ker

## FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|---|---|---|---|
| 1. | Bid Bond (PDF via PlanetBids) | At Time of Bid | ALL BIDDERS |
| 2. | 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 | At Time of Bid | ALL BIDDERS |
| 6. | Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29 | At Time of Bid | ALL BIDDERS |
| 7. | Disclosure of Lobbying Activities | At Time of Bid | ALL BIDDERS |
| 8. | Bid Bond (Original) | By 5PM, 1 Working Days After Bid Opening | ALL BIDDERS |
| 9. | Federal Good Faith Documentation | Within 4 working days of bid opening | ALL BIDDERS |
| 10. | Form AA61 – List of Work Made Available | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 11. | Form AA62 – Summary of Bids Received | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 12. | Form AA63 – Good Faith Effort List of Subcontractors Solicited | Within 4 working days of bid opening with good faith effort documentation | ALL BIDDERS |
| 13. | Form 4500-2: DBE Subcontractor Participation Form | See attachment D requirements | AWARDED BIDDER |
| 14. | Form 5700-52a MBE/WBE Utilization Form | See attachment D requirements | AWARDED BIDDER |
| 15. | In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance (CARB) | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |

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

"General Decision Number: CA20250001 03/28/2025

Superseded General Decision Number: CA20240001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |
| 1 | 01/24/2025 |
| 2 | 02/07/2025 |
| 3 | 02/21/2025 |
| 4 | 02/28/2025 |
| 5 | 03/14/2025 |
| 6 | 03/21/2025 |
| 7 | 03/28/2025 |

ASBE0005-002 09/01/2023

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

ASBE0005-004 07/04/2022

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

BOIL0092-003 01/01/2024

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 51.98 | 42.11 |

BRCA0004-008 11/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER; MARBLE SETTER | $ 46.73 | 19.02 |

BRCA0018-004 06/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 43.38 | 15.36 |
| TILE FINISHER | $ 37.96 | 13.77 |
| TILE LAYER | $ 51.82 | 19.32 |

BRCA0018-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 42.11 | 14.67 |
| TERRAZZO WORKER/SETTER | $ 49.62 | 15.26 |

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---------------------------------------------------------------
 CARP0213-003 07/01/2021

                                  Rates          Fringes

Drywall
     (1) Work on wood framed
     construction of single
     family residences,
     apartments or condominiums
     under four stories
      Drywall Installer/Lather...$ 32.14            16.28
      Drywall Stocker/Scrapper...$ 22.16             8.62
---------------------------------------------------------------
 CARP0619-002 07/01/2021

                                  Rates          Fringes

Drywall
     (2) All other work
      Drywall Installer/Lather...$ 42.80            16.28
      Drywall Stocker/Scrapper...$ 23.07             8.62
---------------------------------------------------------------
 CARP0619-003 07/01/2021

                                  Rates          Fringes

CARPENTER
     (1)  Bridge.................$ 51.53            16.28
     (2)  Commercial Building....$ 46.30            16.28
     (3)  Heavy & Highway........$ 51.40            16.28
     (4)  Residential Carpenter..$ 38.47            16.28
     (5)  Residential
     Insulation Installer........$ 24.16            15.76
PILEDRIVERMAN....................$ 51.53            16.28
---------------------------------------------------------------
 CARP0619-004 07/01/2021

                                  Rates          Fringes

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

Amounts in ""Rates' column are per day
---------------------------------------------------------------
 CARP0721-001 07/01/2021
                                  Rates          Fringes

Modular Furniture Installer......$ 21.85             7.15
---------------------------------------------------------------
 CARP1607-004 07/01/2021
                                  Rates          Fringes

MILLWRIGHT.......................$ 51.90            16.48
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ELEC0569-001 06/01/2024

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

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ELEC0569-004 06/03/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (Sound & Communications Sound Technician) | $ 43.78 | 15.39 |

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

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ELEC0569-005 06/03/2024

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Sound Technician | $ 43.78 | 15.39 |

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

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

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

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ELEC0569-006 06/06/2022

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/01/2024

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

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ELEC1245-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 70.16 | 24.71 |
| (2) Equipment specialist (operates crawler tractors, commercial motor | | |

vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 53.30 22.26
(3) Groundman.....$ 40.76 21.76
(4) Powderman.....$ 51.87 18.79

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

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ELEV0018-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC..... | $ 69.43 | 38.435+a+b |

FOOTNOTE:

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

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

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ENGI0012-004 08/01/2024

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (DREDGING) | | |
| (1) Leverman..... | $ 64.10 | 38.75 |
| (2) Dredge dozer..... | $ 58.13 | 38.75 |
| (3) Deckmate..... | $ 58.02 | 38.75 |
| (4) Winch operator (stern winch on dredge)..... | $ 57.47 | 38.75 |
| (5) Fireman-Oiler, Deckhand, Bargeman, Leveehand..... | $ 56.93 | 38.75 |
| (6) Barge Mate..... | $ 57.54 | 38.75 |

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ENGI0012-024 07/01/2023

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (All Other Work) | | |
| GROUP 1..... | $ 53.90 | 32.80 |
| GROUP 2..... | $ 54.68 | 32.80 |
| GROUP 3..... | $ 54.97 | 32.80 |
| GROUP 4..... | $ 56.46 | 32.80 |
| GROUP 6..... | $ 56.68 | 32.80 |
| GROUP 8..... | $ 56.79 | 32.80 |

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

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or

asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

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

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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IRON0229-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 45.78 | 26.51 |
| Ornamental, Reinforcing and Structural | $ 50.70 | 35.15 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (BUILDING and all other Residential Construction) | | |
| Group 1 | $ 42.71 | 24.29 |
| Group 2 | $ 43.44 | 24.29 |
| Group 3 | $ 44.27 | 24.29 |
| Group 4 | $ 45.47 | 24.29 |
| Group 5 | $ 45.87 | 24.29 |
| LABORER (RESIDENTIAL CONSTRUCTION - See definition below) | | |
| (1) Laborer | $ 40.61 | 22.62 |
| (2) Cleanup, Landscape, Fencing (Chain Link & Wood) | $ 39.32 | 22.62 |

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

at the job site behind the existing right of way

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete

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

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

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LABO0089-002 11/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (MASON TENDER) | $ 40.70 | 21.83 |

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LABO0089-004 07/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| Group 1 | $ 43.83 | 24.29 |
| Group 2 | $ 44.34 | 24.29 |
| Group 3 | $ 44.87 | 24.29 |
| Group 4 | $ 46.11 | 24.29 |
| Group 5 | $ 47.85 | 24.29 |

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber,Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical

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

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

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

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

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

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LABO0300-005 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | $ 43.88 | 25.13 |

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

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LABO0345-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER (GUNITE) | | |
| GROUP 1 | $ 53.48 | 22.77 |
| GROUP 2 | $ 52.53 | 22.77 |
| GROUP 3 | $ 48.99 | 22.77 |

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING) | | |
| (1) Drilling Crew Laborer | $ 45.34 | 20.06 |
| (2) Vehicle Operator/Hauler | $ 45.51 | 20.06 |
| (3) Horizontal Directional Drill Operator | $ 47.36 | 20.06 |
| (4) Electronic Tracking Locator | $ 49.36 | 20.06 |
| Laborers: (STRIPING/SLURRY SEAL) | | |
| GROUP 1 | $ 46.65 | 23.17 |
| GROUP 2 | $ 47.95 | 23.17 |
| GROUP 3 | $ 49.96 | 23.17 |
| GROUP 4 | $ 51.70 | 23.17 |

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system

installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

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LABO1414-003 08/07/2024

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| PLASTER CLEAN-UP LABORER.... | $ 43.57 | 25.17 |
| PLASTER TENDER..... | $ 46.12 | 25.17 |

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

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

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PAIN0036-001 07/01/2023

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

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

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PAIN0036-010 09/01/2024

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | | |
| (1) Building & Heavy Construction..... | $ 43.59 | 24.80 |
| (2) Residential Construction (Wood frame | | |

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                                  Rates          Fringes
     apartments, single family
     homes and  multi-duplexes
     up to and  including four
     stories)....................$ 32.27           14.70
----------------------------------------------------------------
 PAIN0036-012 10/01/2024

                                  Rates          Fringes

GLAZIER.........................$ 52.90           22.16
----------------------------------------------------------------
* PAIN0036-019 01/01/2025

                                  Rates          Fringes

SOFT FLOOR LAYER................$ 40.77           19.37
----------------------------------------------------------------
 PLAS0200-005 08/03/2022

                                  Rates          Fringes

PLASTERER.......................$ 47.37           19.64

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

----------------------------------------------------------------
 PLAS0500-001 07/01/2018

                                  Rates          Fringes

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

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

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

  GROUP 2: Work classified as type I and II construction

  GROUP 3: All other work

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 PLUM0016-006 09/01/2024

                                  Rates          Fringes

PLUMBER, PIPEFITTER,
STEAMFITTER
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                                  Rates          Fringes
     Camp Pendleton; Vandenberg
     Air Force Base..............$ 61.68           26.51
     Work ONLY on new additions
     and remodeling of
     commercial buildings,
     bars, restaurants, and
     stores not to exceed 5,000
     sq. ft. of floor space......$ 53.51           25.28
     Work ONLY on strip malls,
     light commercial, tenant
     improvement and remodel
     work........................$ 44.24           23.96
     All other work except work
     on new additions and
     remodeling of bars,
     restaurant, stores and
     commercial buildings not
     to exceed 5,000 sq. ft. of
     floor space and work on
     strip malls, light
     commercial, tenant
     improvement and remodel
     work........................$ 59.48           26.61
-----------------------------------------------------------------
 PLUM0016-011 09/01/2024

                                  Rates          Fringes

PLUMBER/PIPEFITTER
     Residential.................$ 47.05           22.53
-----------------------------------------------------------------
 PLUM0345-001 09/01/2023

                                  Rates          Fringes

PLUMBER
     Landscape/Irrigation Fitter.$ 40.20           25.90
     Sewer & Storm Drain Work....$ 44.29           23.28
-----------------------------------------------------------------
 ROOF0045-001 07/01/2024

                                  Rates          Fringes

ROOFER..........................$ 42.80           12.64
-----------------------------------------------------------------
 SFCA0669-001 01/01/2025

                                  Rates          Fringes

SPRINKLER FITTER................$ 49.19           26.89
-----------------------------------------------------------------
 SHEE0206-001 07/01/2023

                                  Rates          Fringes

SHEET METAL WORKER
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| | Rates | Fringes |
|---|---|---|
| Camp Pendleton..... | $ 50.20 | 30.80 |
| Except Camp Pendleton..... | $ 48.20 | 30.80 |
| Sheet Metal Technician..... | $ 36.21 | 10.24 |

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

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TEAM0166-001 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1..... | $ 30.12 | 29.07 |
| GROUP 2..... | $ 40.71 | 29.07 |
| GROUP 3..... | $ 40.91 | 29.07 |
| GROUP 4..... | $ 41.11 | 29.07 |
| GROUP 5..... | $ 41.31 | 29.07 |
| GROUP 6..... | $ 41.80 | 29.07 |
| GROUP 7..... | $ 43.31 | 29.07 |

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed,Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks

under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

## *Disadvantaged Business Enterprise (DBE) Program*

## *DBE Subcontractor Participation Form*

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

| | | |
|---|---|---|
| Subcontractor Name | Project Name | |
| Bid / Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact |
| Address | | |
| Telephone No. | Email Address | |
| Prime Contractor Name | Issuing/Funding Entity | |

| Contract Item Number | Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies | Amount Received by Prime Contractor |
|---|---|---|
| | | |

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

***FORM 4500-2 (DBE Subcontractor Participation Form)***

Please use the space below to report any concerns regarding the above funded project:

| Subcontractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

**Send completed Form 4500-2 to:**
Mr. Joe Ochab, DBE Coordinator
US EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

***FORM 4500-2 (DBE Subcontractor Participation Form)***

# U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD

October 1, _ September 30,

1B. REPORT TYPE

☐ Annual ☐ Final Report (Project completed)

1C: Revision of a Prior Year Report? ☐ No ☐ Yes

If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

2A. RECIPIENT UNIQUE ENTITY IDENTIFIER

2B. RECIPENT REPORTING CONTACT

Name:

Email:

Phone:

3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)
(For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.

4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), **CHECK and SKIP to Block No. 6**. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

☐

4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)

| | Construction | Non-Construction | Total |
|---|---|---|---|
| Total Procurement: | $ _____ | $ _____ | $ _____ |
| MBE/WBE Combined Procurement: | $ _____ | $ _____ | $ _____ |

5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.

☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.

☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified

☐ Other:

6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

TITLE

7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

DATE

EPA FORM 5700-52A available electronically at: https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business

**Instructions:**

**A. General Instructions:**

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (https://www.epa.gov/grants/rain-2018-g04). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is $250,000, then if a recipient has $300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

**B. Submission:**

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement. Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

https://www.epa.gov/grants/epa-dbe-program-coordinators

**C. Instructions:**

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

*For SRF recipients: In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or “other” categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/ WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only**: In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

# Bid Results

## Bidder Details

| | |
|---|---|
| Vendor Name | TC Construction Company, Inc. |
| Address | 10540 Prospect Avenue Austin Cameron 619-726-7023<br>Santee, California 92071<br>United States |
| Respondee | Elan Schier |
| Respondee Title | Chief Estimator |
| Phone | 619-448-4560 |
| Email | eschier@tcincsd.com |
| Vendor Type | CAU, MALE, CADIR |
| License # | 402459 |
| CADIR | 1000003132 |

## Bid Detail

| | |
|---|---|
| Bid Format | Electronic |
| Submitted | 04/24/2025 1:50 PM (PDT) |
| Delivery Method | |
| Bid Responsive | |
| Bid Status | Submitted |
| Confirmation # | 412769 |

## Respondee Comment

## Buyer Comment

## Attachments

| File Title | File Name | File Type |
|---|---|---|
| Contractors Cert of Pending Actions.pdf | Contractors Cert of Pending Actions.pdf | Contractors Certification of Pending Actions |
| Mandatory Disclosure.pdf | Mandatory Disclosure.pdf | Mandatory Disclosure of Business Interests |
| Debarment Prime.pdf | Debarment Prime.pdf | Prime Contractors - Debarment and Suspension Certification |
| Debarment Subcontractor.pdf | Debarment Subcontractor.pdf | Subcontractors, Suppliers & Mfgrs - Debarment and Suspension Certification |
| Subcontractor Alternate.pdf | Subcontractor Alternate.pdf | Subcontractors for Alternates Form |
| Disclosure of Lobbying Activities.pdf | Disclosure of Lobbying Activities.pdf | Disclosure of Lobbying Activities |
| Bid Bond Jamacha.pdf | Bid Bond Jamacha.pdf | Bid Bond |

# Subcontractors

*Showing 5 Subcontractors*

| Name & Address | Desc | License Num | CADIR | Amount | Type |
|---|---|---|---|---|---|
| **American Hydroseed**<br>41856 Ivy St<br>Ste 109<br>Murrieta, California 92562 | Constructor Hydroseeding & 25 Month Revegetation Maintenance & Monitoring Program | 888164 | 1000397799 | $65,396.84 | CADIR, FEM, CAU |
| **Jerusalem Construction, Inc. DBA M**<br>1827 Cleveland Ave<br>National City, California 91950 | Constructor Concrete Flatwork SLBE | 1009541 | 1000033057 | $206,120.00 | SLBE, CADIR, Local |
| **Loveless Linton, Inc. Archaeological**<br>1421 W. Lewis St<br>San Diego, California 92103 | Consultant Biological Monitoring SLBE | N/A | 1000047263 | $18,771.00 | DBE, SDB, CADIR, MBE, NAT, MALE, SLBE, Local |
| **Pavement Recycling Systems**<br>10240 San Sevaine Way<br>Jurupa Valley, California 91752 | Constructor Cold Milling | 569352 | 1000003363 | $10,329.51 | |
| **Statewide Stripes Inc.**<br>PO Box 600710<br>San Diego, California 92160 | Constructor Striping | 788286 | 1000001334 | $22,500.00 | CADIR, DBE, Local |

# Line Items

**Discount Terms** No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|---|---|---|---|---|---|---|---|---|---|
| Main Bid | | | | | | | $4,020,140.65 | | |
| 1 | 524126 | | Bonds (Payment and Performance) | LS | 1 | $29,000.00 | $29,000.00 | Yes | |
| 2 | 238910 | | Disposal of Construction and Demolition Waste | TON | 1 | $6,700.00 | $6,700.00 | Yes | |
| 3 | 237110 | | Mobilization | LS | 1 | $125,000.00 | $125,000.00 | Yes | |
| 4 | | | Field Orders (EOC Type II) | AL | 1 | $278,812.00 | $278,812.00 | Yes | |
| 5 | 238910 | | Clearing and Grubbing | LS | 1 | $21,000.00 | $21,000.00 | Yes | |
| 6 | 237310 | | Excavate and Export (scheduled, 10 Inch) | CY | 80 | $660.00 | $52,800.00 | Yes | |
| 7 | 237310 | | Asphalt Concrete Base (5") | TON | 58 | $185.00 | $10,730.00 | Yes | |
| 8 | 237310 | | Crushed Miscellaneous Base (Scheduled, 5 Inch) | TON | 52 | $68.00 | $3,536.00 | Yes | |
| 9 | 238910 | | Concrete Pavement (7 Inch thick) | CY | 60 | $720.00 | $43,200.00 | Yes | |
| 10 | 237110 | | Cast in Place Box Reinforced Single Concrete box Culvert (6 ft Wide x 4 ft High) | LF | 667 | $1,900.00 | $1,267,300.00 | Yes | |
| 11 | 237110 | | 16' Curb Inlet (Type B-1) | EA | 1 | $20,000.00 | $20,000.00 | Yes | |
| 12 | 237110 | | 15' Curb Inlet (Type A-1) | EA | 1 | $21,000.00 | $21,000.00 | Yes | |
| 13 | 237110 | | 14' Curb Inlet (Type B-1) | EA | 1 | $19,000.00 | $19,000.00 | Yes | |
| 14 | 237110 | | 21' Curb Inlet (Type B-1) | EA | 1 | $24,000.00 | $24,000.00 | Yes | |
| 15 | 237110 | | Catch Basin (Type I) | EA | 2 | $16,000.00 | $32,000.00 | Yes | |
| 16 | 237110 | | Storm Drain Cleanout (Type A7) | EA | 3 | $30,000.00 | $90,000.00 | Yes | |
| 17 | 237110 | | Storm Drain Cleanout (Type A6) | EA | 1 | $23,000.00 | $23,000.00 | Yes | |
| 18 | 237110 | | Storm Drain Cleanout (Type A5) | EA | 1 | $23,000.00 | $23,000.00 | Yes | |
| 19 | 237110 | | Storm Drain Cleanout (Type A4) | EA | 4 | $16,000.00 | $64,000.00 | Yes | |
| 20 | 237110 | | Storm Drain Cleanout (Type A8, X=8, Y=5) | EA | 1 | $32,000.00 | $32,000.00 | Yes | |
| 21 | 237110 | | Concrete Pipe Collar | EA | 4 | $6,800.00 | $27,200.00 | Yes | |
| 22 | 237310 | | Historical and Contractor Date Stamps and Impressions | EA | 3 | $250.00 | $750.00 | Yes | |
| 23 | 237310 | | Remove and Replace Existing Sidewalk | SF | 3100 | $17.00 | $52,700.00 | Yes | |
| 24 | 237310 | | Curb and Gutter (6 Inch Curb, Type G) | LF | 820 | $99.00 | $81,180.00 | Yes | |
| 25 | 237310 | | Curb and Gutter (10 Inch Curb, Type H) | LF | 32 | $130.00 | $4,160.00 | Yes | |
| 26 | 237310 | | Additional Sidwalk Removal and Replacment | SF | 160 | $26.00 | $4,160.00 | Yes | |
| 27 | 237310 | | Additional Curb and Gutter Removal and Replacment | LF | 10 | $115.00 | $1,150.00 | Yes | |
| 28 | 237310 | | Cross Gutter | SF | 500 | $40.00 | $20,000.00 | Yes | |
| 29 | 237310 | | Curb Ramp Modified (Type A/C2), Per Sheet 39959-12-D with Stainless Steel Detectable Warning Tiles | EA | 1 | $11,000.00 | $11,000.00 | Yes | |
| 30 | 237310 | | Curb Ramp Modified (Type A/C2), Per Sheet 39959-13-D with Stainless Steel Detectable Warning Tiles | EA | 1 | $11,000.00 | $11,000.00 | Yes | |
| 31 | 237310 | | Curb Ramp (Type C-2) with Stainless Steel Detectable Warning Tiles | EA | 1 | $11,000.00 | $11,000.00 | Yes | |
| 32 | 237110 | | Abandon and Fill Existing Storm Pipes (18 Inch) Outside of the Trench Limit | LF | 580 | $58.00 | $33,640.00 | Yes | |
| 33 | 237110 | | Abandon and Fill Existing Storm Pipes (30 Inch) Outside of the Trench Limit | LF | 116 | $110.00 | $12,760.00 | Yes | |
| 34 | 237110 | | Abandon and Fill Existing Storm Pipes (48 Inch) Outside of the Trench Limit | LF | 701 | $115.00 | $80,615.00 | Yes | |
| 35 | 237110 | | Storm Drain (18 Inch, RCP) (2000-D) | LF | 347 | $478.00 | $165,866.00 | Yes | |
| 36 | 237110 | | Storm Drain with Water Tight Joints (18 Inch, RCP) (4000-D) | LF | 195 | $488.00 | $95,160.00 | Yes | |
| 37 | 237110 | | Storm Drain (24 Inch, RCP) | LF | 530 | $547.00 | $289,910.00 | Yes | |
| 38 | 237110 | | Storm Drain (30 Inch, RCP) (2000-D) | LF | 113 | $647.00 | $73,111.00 | Yes | |
| 39 | 237110 | | Storm Drain (30 Inch, RCP) (4000-D) | LF | 55 | $1,165.00 | $64,075.00 | Yes | |
| 40 | 237110 | | Storm Drain (48 Inch, RCP) | LF | 106 | $1,080.00 | $114,480.00 | Yes | |
| 41 | 237110 | | Storm Drain (72 Inch, RCP) | LF | 6 | $3,240.00 | $19,440.00 | Yes | |
| 42 | 237110 | | Meter Box | EA | 3 | $1,800.00 | $5,400.00 | Yes | |
| 43 | 237110 | | Manufactured Elbow | EA | 1 | $11,000.00 | $11,000.00 | Yes | |
| 44 | 237110 | | Sewer Lateral Cleanout | EA | 1 | $4,200.00 | $4,200.00 | Yes | |
| 45 | 237310 | | Cold Mill Type B Full Width AC Pavement (2 inch) | SF | 11873 | $2.25 | $26,714.25 | Yes | |
| 46 | 237310 | | Asphalt Concrete Overlay (2 inch) | TON | 13 | $825.00 | $10,725.00 | Yes | |
| 47 | 237110 | | Water Main (12 Inch, CL -305 / DR - 14, No Joints) | LF | 40 | $1,500.00 | $60,000.00 | Yes | |
| 48 | 237110 | | Cut and Plug by Contractor | EA | 2 | $10,000.00 | $20,000.00 | Yes | |
| 49 | 237110 | | Connections to The Existing System by Contractor (8 Inch through 12 Inch) | EA | 2 | $15,000.00 | $30,000.00 | Yes | |

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|---|---|---|---|---|---|---|---|---|---|
| 50 | 237110 | | Concrete Encasement of Existing Pipe | CY | 40 | $470.00 | $18,800.00 | Yes | |
| 51 | 237110 | | Imported Trench Backfill | TON | 100 | $224.00 | $22,400.00 | Yes | |
| 52 | 237110 | | Video Inspection of Pipelines and Culverts for Acceptance | LS | 1 | $7,500.00 | $7,500.00 | Yes | |
| 53 | 237310 | | Removal and Replacement of Existing Paint Striping | LS | 1 | $5,200.00 | $5,200.00 | Yes | |
| 54 | 237310 | | Removal and Replacement of Existing Thermoplastic Striping and Markings | LS | 1 | $7,700.00 | $7,700.00 | Yes | |
| 55 | 238990 | | Video Recording of Existing Conditions | LS | 1 | $4,700.00 | $4,700.00 | Yes | |
| 56 | 238910 | | Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter) | EA | 4 | $3,100.00 | $12,400.00 | Yes | |
| 57 | 237110 | | Potholing Existing Utilities Not Shown on Plans (Depthupto7 feet) | EA | 8 | $2,000.00 | $16,000.00 | Yes | |
| 58 | 237310 | | Adjust Existing Manhole Frame and Cover to Grade | EA | 8 | $800.00 | $6,400.00 | Yes | |
| 59 | 237310 | | Adjust Existing Gate Valve Frame and Cover to Grade | EA | 8 | $750.00 | $6,000.00 | Yes | |
| 60 | 237310 | | Adjust Existing Survey Monument to Grade | EA | 5 | $1,250.00 | $6,250.00 | Yes | |
| 61 | 541330 | | Traffic Control and Working Drawings | LS | 1 | $147,000.00 | $147,000.00 | Yes | |
| 62 | 237310 | | Pedestrian Barricade (Type A) | EA | 5 | $2,100.00 | $10,500.00 | Yes | |
| 63 | 561730 | | Hydro Seed | SF | 7841 | $0.40 | $3,136.40 | Yes | |
| 64 | 561730 | | Topsoil (15 Inch Depth, Class _A_) | CY | 362 | $140.00 | $50,680.00 | Yes | |
| 65 | 541330 | | Biological Monitoring and Reporting | LS | 1 | $20,000.00 | $20,000.00 | Yes | |
| 66 | 541330 | | 25-Month Revegetation Maintenance and Monitoring Program | LS | 1 | $77,000.00 | $77,000.00 | Yes | |
| 67 | 238990 | | Construction Fencing and Access Route | LS | 1 | $7,000.00 | $7,000.00 | Yes | |
| 68 | 541330 | | WPCP Development | LS | 1 | $2,000.00 | $2,000.00 | Yes | |
| 69 | 237310 | | WPCP Implementation | LS | 1 | $62,000.00 | $62,000.00 | Yes | |
| Additive Alternate A | | | | | | | $197,881.10 | | |
| 70 | 237310 | | Excavate and Export (Scheduled, 10 Inch) | TON | 243 | $261.00 | $63,423.00 | Yes | |
| 71 | 237310 | | Asphalt Concrete Base (Scheduled, 5 Inch) | TON | 135 | $154.00 | $20,790.00 | Yes | |
| 72 | 237310 | | Class 2 Aggregate Base (Scheduled, 5 Inch) | TON | 122 | $42.00 | $5,124.00 | Yes | |
| 73 | 237310 | | Cold Mill Type B Full Width AC Pavement (2 Inch) | SF | 33563 | $0.70 | $23,494.10 | Yes | |
| 74 | 237310 | | Asphalt Concrete Overlay (2 Inch) | TON | 405 | $210.00 | $85,050.00 | Yes | |
| Additive Alternate B | | | | | | | $9,220.50 | | |
| 75 | 237310 | | Painted Traffic Striping (Detail 36B/38) | LF | 45 | $2.20 | $99.00 | Yes | |
| 76 | 237310 | | Painted Traffic Striping (Detail 39) | LF | 1140 | $2.20 | $2,508.00 | Yes | |
| 77 | 237310 | | Painted Traffic Striping (Detail 39A/40) | LF | 100 | $2.20 | $220.00 | Yes | |
| 78 | 237310 | | Thermoplastic Pavement Marking (Legend-Only) | SF | 44 | $6.00 | $264.00 | Yes | |
| 79 | 237310 | | Thermoplastic Pavement Marking (Legend-Bike) | SF | 42 | $6.00 | $252.00 | Yes | |
| 80 | 237310 | | Thermoplastic Pavement Marking (Legend-Bus) | SF | 40 | $6.00 | $240.00 | Yes | |
| 81 | 237310 | | Thermoplastic Pavement Marking (Legend - Bike w/ Arrow Symbol) | EA | 6 | $260.00 | $1,560.00 | Yes | |
| 82 | 237310 | | Thermoplastic Pavement Marking (Sharrows) | EA | 4 | $260.00 | $1,040.00 | Yes | |
| 83 | 237310 | | Thermoplastic Pavement Marking (Legend - Right/Left Arrow/Merge Arrow) | EA | 2 | $195.00 | $390.00 | Yes | |
| 84 | 237310 | | Red Curb | LF | 310 | $3.25 | $1,007.50 | Yes | |
| 85 | 237310 | | Install Traffic Sign on existing post | EA | 4 | $410.00 | $1,640.00 | Yes | |

# Line Item Subtotals

| Section Title | Line Total |
|---|---|
| **Main Bid** | **$4,020,140.65** |
| **Additive Alternate A** | **$197,881.10** |
| **Additive Alternate B** | **$9,220.50** |
| **Grand Total** | **$4,227,242.25** |