



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: December 30, 2010 REPORT NO: 11-003

ATTENTION: Land Use and Housing Committee

SUBJECT: *Brown Field (SDM) Perimeter Fencing Phase II*

REQUESTED ACTION:

Authorize the Mayor or his representative to make an application to the FAA and to take actions to secure funding for an amount of \$460,942 in Reimbursement Grant AIP #3-06-0213-015-2009 for the construction of the *Brown Field (SDM) Perimeter Fencing Phase II*, increase \$460,942 in the FY11 CIP budget AAA00002, Fund 710000, authorize the expenditure of the grant funds, and approve plans and specifications for this project.

STAFF RECOMMENDATION:

Authorize the action.

SUMMARY:

In 2004, the FAA created the nation wide, Runway Safety Action Team (RSAT) to prevent runway incursions, or the inadvertent penetration of runways and taxiways by aircraft, vehicles and pedestrians. One of the RSAT measures to promote runway safety was to increase the priority of perimeter fence projects.

In 2007, the FAA grant funded, *Brown Field Airport Perimeter Fencing Phase I* was completed which provided runway incursion protection of Brown Field's north side. The purpose of the *Brown Field (SDM) Perimeter Fencing Phase II* is to complete the airport's fencing system, and provide an equivalent measure of safety on the airport's south, east and west sides.

FISCAL CONSIDERATIONS:

The total estimated cost of the *Brown Field (SDM) Perimeter Fencing Phase II* is \$557,596 comprised of \$460,942 FAA Reimbursement Grant and \$96,654 City matching funds from the CIP Annual Allocation of the Airports Enterprise Fund.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

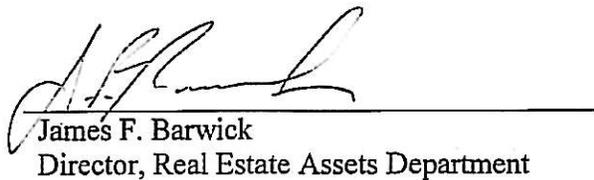
This project has been presented to, and is supported by the City Airports Advisory Committee (AAC), which includes representatives from the community surrounding Brown Field and airport users and such briefings will continue at upcoming Airports Division Community Outreach meetings, by the Deputy Director of the Airports Division.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Otay Mesa Community
Brown Field users and businesses
Brown Field Air Traffic Control Tower
FAA Runway Safety Action Team, Western Pacific Region



M.C. Tussey
Deputy Director, Airports



James F. Barwick
Director, Real Estate Assets Department

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE:

ORIGINATING DEPARTMENT: Airports

SUBJECT: Brown Field (SDM) Perimeter Fencing Phase II

COUNCIL DISTRICT(S): 8 (Alvarez)

CONTACT/PHONE NUMBER: Mike Tussey/858 573-1441

REQUESTED ACTION:

Authorize the Mayor or his representative to make an application to the FAA and to take actions to secure funding for an amount of \$460,942 in Reimbursement Grant AIP #3-06-0213-015-2009 for the construction of the Brown Field Airport Perimeter Fencing Phase II, increase \$460,942 in the FY11 CIP budget AAA00002, Fund 710000, authorize the expenditure of the grant funds, and approve plans and specifications for this project.

STAFF RECOMMENDATION:

Staff recommends approval of the requested actions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

In 2004, the FAA created the nation wide, Runway Safety Action Team (RSAT) to prevent runway incursions, or the inadvertent penetration of runways and taxiways by aircraft, vehicles and pedestrians. One of the RSAT measures to promote runway safety was to increase the priority of perimeter fence projects.

In 2007, the FAA grant funded, Brown Field Airport Perimeter Fencing Phase I was completed which provided runway incursion protection of Brown Field's north side. The purpose of the Brown Field Airport Perimeter Fencing Phase II is to complete the airport's fencing system, and provide an equivalent measure of safety on the airport's south and east and west sides.

FISCAL CONSIDERATIONS:

The total estimated cost of the Brown Field Airport Perimeter Fencing Phase II is \$557,596 comprised of \$460,942 FAA Reimbursement Grant and City matching funds of \$96,654.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

Construction agreement will be subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION:

None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project has been presented to, and is supported by the City Airports Advisory Committee (AAC), which includes representatives from the community surrounding Brown Field and airport

users and such briefings will continue at upcoming Airports Division Community Outreach meetings, by the Deputy Director of the Airports Division.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Otay Mesa Community

Brown Field users and businesses

Brown Field Air Traffic Control Tower

FAA Runway Safety Action Team, Western Pacific Region

Tussey, Mike

Originating Department

FILE COPY

Jason's Copy

U.S. DEPARTMENT
OF TRANSPORTATION

FEDERAL AVIATION
ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer: **July 23, 2009**

Brown Field Airport/Planning Area

Project No: **3-06-0213-015-2009**

TO: **City of San Diego, California**
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Applications dated **2/19/09**, for a grant of Federal funds for a project at or associated with the **Brown Field Airport/Planning Area** which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Install perimeter fencing on the north side of the airport (approx 8,144 LF), phase 2.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended,, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

The Offer is made on and subject to the following terms and conditions:

Conditions

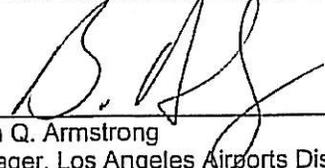
1. The maximum obligation of the United States payable under this offer shall be **\$460,942.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ for planning
\$460,942.00 for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **07/31/09** or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **ASSURANCES AIRPORT SPONSORS:** The attached Assurances Airport Sponsors dated 03/2005, incorporated hereto with the Grant Offer, are hereby substituted in lieu of those in the Sponsor's Project Application and made a part hereof.
10. **LETTER OF CREDIT:** The sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
13. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Brian Q. Armstrong
Manager, Los Angeles Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 27 day of July, 2009

City of San Diego, California

(SEAL)
(Sponsor's Designated Official Representative)

Attest: _____

Title: _____

By 

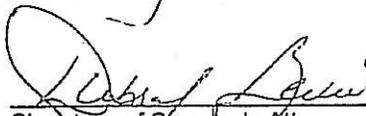
Title Deputy Director, Airports

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Debra J. Reber, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at San Diego, CA this 28th day of July, 2009



Signature of Sponsor's Attorney

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an

official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program

and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the

Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon

which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
 21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
 22. **Economic Nondiscrimination.**
 - a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities,

including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.**
- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.
26. **Reports and Inspections.** It will:
- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
 - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing

airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport

improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
 34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 7/1/2005 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
 35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date

CURRENT FAA ADVISORY CIRCULARS FOR BOTH AIP and PFC PROJECTS
Dated: 7/1/05

1. NUMBER	TITLE
70/7460-1and Change 1	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5100-15A	Civil Rights Requirements For The Airport Improvement Program
150/5070-6A	Airport Master Plans
150/5190-5 and Change 1	Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
150/5200-28B	Notices to Airmen (NOTAMS) for Airport Operators
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7C	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10C	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Nonfederal Applications
150/5220-17A and Change 1	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22 and Change 1	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5300-13 and Changes 1 through 8	Airport Design
150/5300-14 and Changes 1 and 2	Design of Aircraft Deicing Facilities
150/5320-5B	Airport Drainage
150/5320-6D and Changes 1 through 3	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 6	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

1. NUMBER	TITLE
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15 and Change 1	Management of Airport Industrial Waste
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4A and Change 1	Runway Length Requirements for Airport Design
150/5335-5 and Change 1	Standardized Method of Reporting Pavement Strength PCN
150/5340-1J	Standards for Airport Markings
150/5340-5B and Change 1	Segmented Circle Airport Marker System
150/5340-18D	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5345-3E	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26C	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B and Change 1	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42D	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43E	Specification for Obstruction Lighting Equipment
150/5345-44G	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46B	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L854, Radio Control Equipment
150/5345-50 and Change 1	Specification for Portable Runway Lights
150/5345-51 and Change 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53B	Airport Lighting Equipment Certification Program
150/5345-54A and Change 1	Specification for L-1884 Power and Control Unit for Land and Hold Short
150/5345-55	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-11	Energy Conservation for Airport Buildings

1. NUMBER	TITLE
150/5360-12D	Airport Signing & Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10B	Standards for Specifying Construction of Airports
150/5370-13	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-6A	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7	Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases
150/5200-30	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-6	Construction Progress and Inspection Report-Airport Grant Program

THE FOLLOWING ADDITIONAL APPLY to AIP PROJECTS ONLY
Dated: 7/1/05

1. NUMBER	TITLE
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements For The Airport Improvement Program
150/5100-17 and Changes 1 through 4	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-5 and Change 1	Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
150/5200-30A and Changes 1 through 8	Airport Winter Safety and Operations
150/5200-33A	Hazardous Wildlife Attractants on or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5360-11	Energy Conservation for Airport Buildings
150/5370-6B	Construction Progress and Inspection Report—Airport Grant Program
150/5370-11A	Use on Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-13	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7	Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

THE FOLLOWING ADDITIONAL APPLY to PFC PROJECTS ONLY
Dated: 7/1/05

2. NUMBER	TITLE
150/5000-12	Announcement of Availability—Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

City of San Diego

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

CONTACT: JASON GRANI, PHONE NO. (619) 533-7525, FAX # 533-5176, MS908A
BD/RIR/WBS B-00652.02.01.04

CONTRACT DOCUMENTS

For

**BROWN FIELD AIRPORT (SDM)
PERIMETER FENCING - PHASE II**



VOLUME 1 OF 2

BID NO. _____ K114160B
SPECIFICATION NO. _____ 4160B
WBS NO. _____ B-00652
CLIENT DEPARTMENT _____ 2111
PROJECT TYPE _____ AA

TO BE USED IN CONJUNCTION WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION, 2009 EDITION (GREENBOOK)

THIS PROJECT IS SUBJECT TO THE FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS

THIS IS A FAA FEDERAL FUNDED CONTRACT

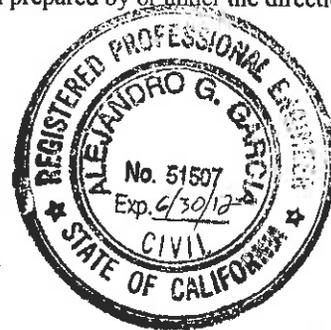
FEDERAL/STATE WAGE RATES APPLY TO THIS PROJECT

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



Professional Engineer

Seal:



SPECIAL NOTICE

CITY OF SAN DIEGO

PUBLIC NOTICE OF ENFORCEMENT OF INSURANCE AND BOND SUBMITTAL DEADLINE FOR PUBLIC WORKS CONSTRUCTION CONTRACTS

July 1, 2010

Effective July 1, 2010, the City of San Diego will begin strictly enforcing the submittal deadline for bonds and insurance on Public Works Construction contracts. Per the City's Contract Documents, bonds and insurance are due within 10 calendar days after receipt by bidders of a form of contract for execution unless an extension of time is granted in writing. The Notice of Intent to Award letter issued by the City will contain a specific date by which all documentation is due. The City shall immediately reject the bid of any contractor who fails to meet the deadline set forth in the Notice of Intent to award letter and the City may then award the contract to the next lowest bidder.

It is highly recommended that bonds and insurance be submitted early to allow for a preliminary review and for corrections to be made prior to the submittal deadline. Corrections to bonds and insurance will not be permitted after the 10 day submittal deadline.

Inquiries concerning this notice should be directed to the Purchasing & Contracting Department at (619) 236-6000.

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REQUIRED DOCUMENTS SCHEDULE

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED, AS REQUIRED, PRIOR TO BID OPENING

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
○ Bidding Documents (Volume 2)	Volume 2
○ Good Faith Effort Documentation	

THE FOLLOWING INFORMATION MUST BE SUBMITTED WITHIN 10 DAYS OF BID OPENING BY THE APPARENT LOW BIDDER

- Names of the principle individual owners of the Apparent Low Bidder -. In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm’s principals/officers should be provided.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
○ Work Force Report, (Attachment ‘AA-1 through AA-3’)	63 through 65

If the Contractor is a Joint Venture, the following information must be submitted:

- Joint Venture Agreement
- Joint Venture License

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED AFTER APPROVAL OF AWARD OF CONTRACT AND PRIOR TO NOTICE TO PROCEED

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
○ Contract Forms	47 through 50
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○ Contractors Standards – Pledge of Compliance	53

REQUIRED DOCUMENTS SCHEDULE

THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED BY THE 5th OF EACH MONTH DURING CONSTRUCTION

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
○ Monthly Employment Report, (Attachment BB)	66
○ Monthly Invoicing Report, (Attachment CC)	67
○ Contract Activity Report (Attachment GG)	77

THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
○ Final Summary Report, (Attachment 'DD')	68
○ Affidavit of Disposal	54

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Purchasing & Contracting Department (P&C), 1200 Third Avenue, Suite 200, San Diego, California, 92101 until 2:00 P.M. on the 3rd day of AUGUST, 2010 for performing work on the following project:

Brown Field Airport (SDM) Perimeter Fencing -Phase II

2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and construction for the Brown Field Airport (SDM) Perimeter Fencing -Phase II which consists of construction of approximately 6585 linear feet of 8 foot tall fencing with and without barbed wire, vehicle swing gates, vehicle cantilever gates with hydraulic gate operators, keypad entries, SDG&E keypad switches, free exit and obstruction loops, preparation of details/plans involved with running power to the location of hydraulic gate operators, pedestrian gates with cypher locks and all other work necessary for the installation of all fencing. Fencing will be constructed along the West side of Brown Field Airport, along Heritage Road and along Coran Street per **Appendix 'D'** "Plans & Details. Additional work may consist of, an Additive Alternate for the installation of fencing along the Eastern perimeter on La Media Road, as well as at various locations on the North along Pogo Road and all other incidental work and appurtenances in accordance with Specifications No. 4160B.

Plans and Specifications for this contract are also available for review in the office of the City Clerk of the City of San Diego or Purchasing and Contracting (P&C) Department.

3. **LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

Brown Field Airport, 1424 Continental Street, San Diego, CA, 92154.

4. **CONTRACT TIME:** Work shall be completed within **90** Working Days from the date of issuance of a Notice to Proceed.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the City has determined that the Contractor shall possess valid license(s) at the time that the Bid is submitted in the following classification(s).

- CLASS A, or
- CLASS C13

Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

6. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements and Equal Opportunity Contracting Program requirements and reporting procedures in the Purchasing & Contracting Department (P&C) Conference Room at 1200 Third Avenue, Suite 200, San Diego, California 92101 at 10:00 A.M., on the 16th day of JULY, 2010.

Due to the importance of all bidders having a clear understanding of the Contract requirements, prospective Bidders are **required** to attend the Pre-Bid Conference. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Purchasing & Contracting Department at (619)236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

Bid will be declared non-responsive if the Bidder fails to attend the required Pre-Bid Conference. Attendance at the Pre-Bid Conference will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. No Bidder will be admitted after the official start time of the mandatory Pre-Bid Conference.

7. **PRE-BID SITE VISIT:** The prospective Bidders are encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department at (619) 236-6000 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Bid Site Visit is offered as follows:

Time: 2:00 p.m.

Date: July 16th, 2010

Location: Brown Field Airport, 1424 Continental Street, San Diego, CA, 92154.

8. **PREQUALIFICATION OF CONTRACTORS:** The contractors who intend to submit a bid on Public Works Projects over **\$50,000** for the City must be pre-qualified prior to the date of Proposal submittal. Bids from Contractors who have not been pre-qualified, and bids that exceed the maximum dollar amount at which Contractors are pre-qualified, will be deemed non-responsive and ineligible for award.

Complete information and the prequalification questionnaire are available on the City's web site at <http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>.

The completed questionnaire, financial statement, and bond letter must be submitted no later than 2 weeks prior to the Bid opening to the Engineering & Capital Projects Department, Pre-Qualification Program, 1010 Second Avenue, Suite 800, San Diego, CA 92101. For additional information or the answer to questions about the Pre-Qualification Program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

9. **CONTRACTOR/VENDOR REGISTRATION:** All prospective bidders as well as existing contractors and vendors are required to complete and submit the online Contractor/Vendor Registration form. Registration will be a prerequisite for the following:

- Submission of future contract or subcontract bids for City projects;
- Acceptance of all future contractor and vendor bills and invoices to the City and;
- Award of all future contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at that time.

It shall be the Contractor's responsibility to ensure that all its proposed Subcontractors and Suppliers electronically submit a bidder/vendor registration form within 3 Working Days of Bid opening date. Electronic Contractor/Vendor Registration may be accomplished by going to: <http://www.sandiego.gov/purchasing/vendor/index.shtml> and selecting "Register with the City or Edit your existing Registration."

10. **RETENTION FROM PAYMENTS:** The Contractor may elect to receive 100% of payments due under the Contract Documents without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

- 11. CITY'S RESPONSES:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation.
- 12. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to 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 Bidders as a result of preparing Bids under the Invitation to Bids shall be the sole responsibility of each bidder. The Invitation to Bids creates or imposes no obligation upon the City to enter a contract.
- 13. CONTRACT PRICING FORMAT:** This solicitation is for a Firm Fix Price (Lump Sum) contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise (e.g., GRC contracts) in the Bid forms.
- 14. AWARD OF CONTRACT:** The Bidder shall guarantee the Contract Price (or Total Combined Adjustment Factor in case of GRC contracts) for a period of 120 days (90 days for Minor Construction Contracts) from the date of Bid opening to Award of the Contract by the Mayor or City Council action. The duration of the Contract Price (or Total Combined Adjustment Factor in case of GRC contracts) guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent, including bond and insurance.
- 15. AWARD PROCESS:** The Award of this Contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code Section 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This Contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 16. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- 17. ADDITIVE/DEDUCTIVE ALTERNATES:** If specified in the Proposal, the additive 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 decision prior to award. The award will be established as described in the Proposal (or RFP for Design-Build contracts). The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

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.

18. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website at: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>, click on City projects on e-bidboard. Minor construction contracts, plans and specifications are available at Purchasing & Contracting Department at the address listed below.

Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to e-bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts). Questions received less than 14 days prior to the date for opening of Bids **may not** be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

Jason Grani, Project Manager
Engineering & Capital Projects Department
Address: 600 B Street, Suite 800
San Diego, California 92101
E-mail: jgrani@sandiego.gov.
Telephone: (619) 533-7525
FAX: (619) 533-5176

The Director (or designee), Purchasing & Contracting Department is the officer responsible for opening, examining and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOP information, bidding activities, bonds and insurance, etc. shall be addressed to the Contract Administration, Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

19. ELIGIBLE BIDDERS: No person, firm or corporation shall be allowed to make, file, or be interested in more than 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.

20. SAN DIEGO BUSINESS TAX CERTIFICATE: All Contractors, including 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, City Operations Building, Community Concourse, before the Contract can be executed.

21. SUBMITTAL OF "OR EQUAL" ITEMS PRIOR TO AWARD: In accordance with California Public Contract Code §3400(a), unless specified elsewhere in the Contract Documents, the Apparent Low Bidder shall submit its list of proposed substitutions for "an equal" ("or equal") item within 35 days after award of the Contract.

22. PROPOSAL FORMS: Bids shall be made only upon the Bidding Documents attached to and forming a part of the specifications. The signature of each person signing shall be in longhand. **The entire specifications for this bid package does not need to be submitted with the bid.** Bidders shall complete and submit, only, all pages in the "Bidding Document" Section (Volume 2) as their bid proposal per the schedule given under "Required Documents," Volume 1. Bidders are requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with their Bid.

Prices and notations must be in ink or typewritten. No erasures will be permitted. The use of white-out will not be permitted. Mistakes may be crossed out and corrections typed or written in with ink adjacent thereto, and must be initialed in ink by the person or persons signing the Bid.

Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid non-responsive and shall be cause for its rejection.

Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected. Alternative proposals will not be considered unless called for.

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge addenda shall render the Bid non-responsive and shall be cause for its rejection.

The City may require any Bidder to furnish a statement of his experience, financial responsibility, technical ability, equipment and references.

Bids shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

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

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

a) Bids for aggregate sum of less than \$25,000:

Guarantee of good faith not required.

b) Bids for aggregate sum of \$25,000 or greater:

Each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid. A Bid received and not accompanied by such cashier's check, certified check, or approved bond, will result in return of the Bid without consideration.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- a) This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Failure to submit a completed schedule shall be considered a non-responsive Bid and therefore the Bidder shall be considered non-responsible.
- b) The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- c) Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- d) Protests by unsuccessful Bidders to the selection for award shall be submitted in writing no later than 10 days after announcement of the selection. The unsuccessful Bidder has the right to appear at the City Council to protest any award requiring City Council confirmation.
- e) The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- f) Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.
- g) The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

25. BID RESULTS: The bid opening shall constitute the public announcement of the Apparent Low Bidder (or winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

26. PRE-AWARD ACTIVITIES: Pre-award Submittals. The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in "Required Documents Schedule," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as non-responsive. If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under INVITATION TO BIDS, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time

specified shall be at the sole discretion of the City.

- 27. THE CONTRACT:** 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 10 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing. If the Bidder takes longer than 10 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. 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.

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 10 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. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 28. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the site of the work contemplated, the Plans and Specifications, other materials as described in SSP, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. 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.

29. DRUG-FREE WORKPLACE:

- a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

- b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace.
 2. The person's or organization's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Purchasing & Contracting Department.

30. AMERICANS WITH DISABILITIES ACT:

1. General:

City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

2. Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Contractor" means any person or entity that enters into an agreement with the City for the construction of capital improvements or the provision of goods or services. Contractor shall include, but not be limited to consultants, grantees, lessees and vendors.

3. City Contractor Requirements:

Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- a) No Contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b) No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by Contractors or Subcontractors providing services for the City.
- c) Post a statement addressing the requirements of the ADA in a prominent place at the worksite. Contractors shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. Contractors and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

31. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: The City contracts, including public works construction projects, are subject to City of San Diego Municipal Code § 22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code § 22.3224. A sample provision is as follows:

“Compliance with San Diego Municipal Code § 22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code § 22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

32. REFERENCE SPECIFICATIONS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards which are on file in the office of the Engineering & Capital Projects Department:

1. STANDARD SPECIFICATION

<u>Document No.</u>	<u>Filed</u>	<u>Description</u>
PITS05040901	05-04-09	Standard Specifications for Public Works Construction (GREENBOOK), 2009 Edition
PITS05040902	05-04-09	City of San Diego Supplement, 2009 Update
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
N/A	N/A	City of San Diego Sign Book, 2003 Edition
AEC0925062	09-25-06	Caltrans 2006 (US Customary) Specifications
769842	10-22-99	1999 Standard Special Provisions for Signals, Lighting, and Electrical Systems of the City of San Diego

NOTES: The City of San Diego Supplement, 2009 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

As listed on the detailed plans and specifications.

<u>Document No.</u>	<u>Filed</u>	<u>Description</u>
AEC1230163	12-31-06	City of San Diego Standard Drawings including Regional Standard Drawings
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

3. EQUAL OPPORTUNITY PROGRAM REQUIREMENTS

<u>Document No.</u>	<u>Filed</u>	<u>Description</u>
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

NOTE: The Standard Federal Equal Employment Opportunity Contract Specifications and The Equal Opportunity Clause, Standard Specifications for Public Works Construction, 2009 edition, including the City of San Diego Supplement, GREENBOOK, and City Standard Drawings including San Diego Area Regional Standard Drawings, are available at the City Publications Center, Development Review Center, 1222 First Avenue, Third Floor, San Diego, CA 92101. For information on availability and prices, call (619) 446-5200. California Department of Transportation, MUTCD 2006 is available at the local Caltrans Office, 4050 Taylor Street, San Diego, CA. 92110 or from <http://www.dot.ca.gov>.

- 33. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code Section 1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- 34. PAYROLL RECORDS:** The Contractor's attention is directed to the provisions of the State of California Labor Code Section 1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by his Subcontractors.
- 35. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of 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.
- 36. WAGE RATES:** Prevailing wages are applicable to this project.

Hildred Pepper, Jr., Director
Purchasing & Contracting Department

FUNDING AGENCY PROVISIONS

A. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

For federally funded contracts when federal wage rates are required, the minimum wage rate to be paid by the Contractor and the Contractor's Subcontractors is to be in accordance with the Federal Labor Standards Provisions/Federal Wage Rates, included herein as pages LS-1 through LS-27 and/or 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.

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.

For federally assisted project, the successful Bidder work shall be required to comply with President's Executive Order No. 11246, as amended and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.

The Bidder shall complete, sign and furnish, prior to the Award of Contract, the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Non-Segregated Facilities" and the "Assurance of Disadvantaged Business Enterprise Participation", as contained in the bidding documents.

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.

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

Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this contract.

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.

Solicitations, contracts, and subcontracts resulting from projects funded under the AIP shall contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

The Aviation Safety and Capacity Expansion Act of 1990, provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

B. WAGE RATES:

GENERAL DECISION: CA20100001 04/16/2010 CA1

Date: April 16, 2010

General Decision Number: CA20100001 04/16/2010

Superseded General Decision Number: CA20080001

State: California

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

County: San Diego County in California.

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

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/16/2010

ASBE0005-002 01/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.93	15.32
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 01/01/2010

	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)....	\$ 18.85	8.03

BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

BRCA0004-008 11/01/2009

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 31.40	13.55

BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

ELEC0569-001 06/01/2009

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 41.98	3%+11.29
Electrician.....	\$ 41.23	3%+11.29
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 37.40	3%+11.29
Electrician.....	\$ 36.65	3%+11.29

ELEC0569-005 12/01/2009

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 26.42	\$10.47
Soundman.....	\$ 21.14	\$8.74

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

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

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

ELEC0569-006 10/01/2009

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.....	\$ 27.00	\$7.53
Utility Technician #2.....	\$ 20.00	\$7.32

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

 ELEC0569-008 12/01/2005

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 21.00	3%+2.55

 ELEC1245-001 06/01/2009

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 35.52	12.07
(3) Groundman.....	\$ 27.17	11.82
(4) Powderman.....	\$ 39.71	12.23

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

 ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

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

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

 ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22
OPERATOR: Power Equipment		
(Cranes, Piledriving &		
Hoisting)		
GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22
OPERATOR: Power Equipment		
(Tunnel Work)		

GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types -

drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger

or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

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

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

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

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

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

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

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

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the NW ¼ 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 W ½ of the N ¼ 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 ¼ 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 ¼ of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE ¼ 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 W ½ of the NW ¼ 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 ¼ 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 W ½ of the NW ¼ of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW ¼ of Section 6, T27S, R42E, MDM. Continue E in a straight line to

the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

 IRON0002-004 07/01/2009

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.24
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.71

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2009

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 25.02	13.50
Group 2.....	\$ 25.90	13.50
Group 3.....	\$ 26.61	13.50
Group 4.....	\$ 27.41	13.50
Group 5.....	\$ 28.09	13.50
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 22.87	10.83
(2) Cleanup, Landscaping, Fencing (chain link or wood).....	\$ 21.58	10.83

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

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiiprap, 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, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man

coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2008

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 25.86	12.13

LABO0089-004 07/01/2009

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.14	13.50
GROUP 2.....	\$ 26.60	13.50
GROUP 3.....	\$ 27.01	13.50
GROUP 4.....	\$ 27.85	13.50
GROUP 5.....	\$ 30.72	13.50

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-kold, creosote, lime caustic and similar types of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulking, 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, chain saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all fabrics; 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, Guardrail 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, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock

Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

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

 * LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

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.

 LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

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

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	10.40
(2) Vehicle Operator/Hauler.	\$ 27.22	10.40
(3) Horizontal Directional Drill Operator.....	\$ 29.07	10.40
(4) Electronic Tracking Locator.....	\$ 31.07	10.40
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	13.56
GROUP 2.....	\$ 29.80	13.56
GROUP 3.....	\$ 31.81	13.56
GROUP 4.....	\$ 33.55	13.56

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

PAIN0036-001 01/01/2010

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint.....	\$ 26.05	9.41
(2) All Other Work.....	\$ 29.32	9.41

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

PAIN0036-010 01/02/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 29.19	12.19
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 18.00	7.97

PAIN0036-012 01/01/2010

	Rates	Fringes
GLAZIER.....	\$ 36.55	14.87

PAIN0036-019 02/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	11.75

PLAS0200-005 08/05/2009

	Rates	Fringes
PLASTERER.....	\$ 35.41	9.88

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

PLAS0500-001 06/26/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.42	8.70
GROUP 2.....	\$ 28.07	8.70
GROUP 3.....	\$ 30.75	8.10

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2009

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 28.84	14.47
(2) Work on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 35.97	15.86
(3) All other work.....	\$ 37.10	16.84
(4) Camp Pendleton.....	\$ 41.60	16.84

PLUM0016-011 07/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 29.97	12.91

PLUM0345-001 07/01/2009

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 26.70	13.84
Sewer & Storm Drain Work....	\$ 25.18	15.67

ROOF0045-001 08/01/2009

	Rates	Fringes
ROOFER.....	\$ 23.63	6.50

SFCA0669-001 01/01/2009

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.50	15.30

SHEE0206-001 01/01/2010

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 36.05	15.81
Except Camp Pendleton.....	\$ 34.05	15.81
Sheet Metal Technician.....	\$ 23.99	4.71

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 14.90	18.30
GROUP 2.....	\$ 24.49	18.30
GROUP 3.....	\$ 24.69	18.30
GROUP 4.....	\$ 24.89	18.30
GROUP 5.....	\$ 25.09	18.30
GROUP 6.....	\$ 25.59	18.30
GROUP 7.....	\$ 27.09	18.30

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

C. NONDISCRIMINATION PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS:

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, 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, or national origin. Such action shall include, but shall 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 setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by, on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, or of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT:

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and _____, herein called "Contractor" for construction of **Brown Field Airport (SDM) Perimeter Fencing - Phase II** ; Bid No. **K114160B**; in the amount of (\$ _____), which is comprised of the Base Bid plus/minus Additive/Deductive Alternates _____.

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 by Contractor.
 - (c) That certain documents entitled Project Title **Brown Field Airport (SDM) Perimeter Fencing - Phase II**, on file in the office of Purchasing & Contracting Department as Document No. **B-00652**, as well as all matters referenced therein.
2. 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 **Brown Field Airport (SDM) Perimeter Fencing – Phase II**, Bid Number **K114160B**, 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 Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)
AGREEMENT

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or Municipal Code _____ authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By _____

By _____

Print Name: _____

Print Name: _____

Mayor or designee _____

Deputy City Attorney _____

Date: _____

Date: _____

CONTRACTOR

By _____

Print Name: _____

Title: _____

Date: _____

City of San Diego License No. _____

State Contractor's License No. _____

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____, a corporation, as principal, and _____
_____, a corporation authorized to do business in the State of
California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally,
to The City of San Diego a municipal corporation in the sum of _____
_____ for the faithful performance of the annexed contract, and in the sum of _____
_____ for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Brown Field Airport (SDM) Perimeter Fencing - Phase II, Bid Number K114160B**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

CONTRACT FORMS (continued)

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated _____, 2_____

Approved as to Form and Legality

Principal

By _____

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By _____
Deputy City Attorney

Surety

By _____
Attorney-in-fact

Approved:

Local Address of Surety

Mayor or Designee,

Local Address (City, State) of Surety

Local Telephone No. of Surety

Premium \$ _____

Bond No. _____

CONTRACTOR CERTIFICATION
DRUG-FREE WORKPLACE

PROJECT TITLE: BROWN FIELD AIRPORT (SDM) PERIMETER FENCING - PHASE II

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 INVITATION TO BIDS, "Drug-Free Workplace", of the project specifications, and that;

(Name under which business is conducted)

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.

Signed _____

Printed Name _____

Title _____

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: BROWN FIELD AIRPORT (SDM) PERIMETER FENCING - PHASE II

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the Invitation to Bids, "American With Disabilities Act", of the project specifications, and that;

(Name under which business is conducted)

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.

Signed _____

Printed Name _____

Title _____

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: BROWN FIELD AIRPORT (SDM) PERIMETER FENCING - PHASE II

I declare under penalty of perjury that I am authorized to make this certification on behalf of _____, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INVITATION TO BIDS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this _____ Day of _____, 2_____.

Signed _____

Printed Name _____

Title _____

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ DAY OF _____, 2____, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

BROWN FIELD AIRPORT (SDM) PERIMETER FENCING - PHASE II

(Name of Project)

as particularly described in said contract and identified as Bid No. **K114160B**; WBS No. **B-00652** and **WHEREAS**, the specifications 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 _____, 2_____.

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

**CITY OF SAN DIEGO
GENERAL
EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS**

THIS DOCUMENT SETS FORTH THE REQUIREMENTS FOR THE CITY OF SAN DIEGO'S EQUAL OPPORTUNITY CONTRACTING PROGRAM. ADDITIONAL REQUIREMENTS MAY APPLY FOR STATE OR FEDERALLY FUNDED PROJECTS.

THESE REQUIREMENTS SHALL BE INCLUDED AS CONTRACT PROVISIONS FOR ALL SUBCONTRACTS.

- I. City's Equal Opportunity Commitment
 - II. Nondiscrimination in Contracting Ordinance
 - III. Equal Employment Opportunity Outreach Program
 - IV. Subcontracting
 - V. List of Subcontractors and Suppliers
 - VI. Listed Subcontractors and Suppliers Substitutions
 - VII. Prompt Payment
 - VIII. Prompt Payment of Funds Withheld To Subcontractors
 - IX. Definitions
 - X. Certifications
 - XI. Contract Records and Reports
 - XII. List of Attachments (EOCP forms)
- I. City's Equal Opportunity Commitment.** The City of San Diego promotes equal employment and subcontracting opportunities. 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. The City encourages all companies seeking to do business with the City to share this commitment.
- II. Nondiscrimination in Contracting Ordinance.** The Prime Contractors doing business with the City, and their subcontractors, shall comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Bid Documents to include Disclosure of Discrimination Complaints. As part of its Bid or Proposal, Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
 - B. Contract Language. The following language shall be included in contracts for City projects between the Prime Contractor and Subcontractors and Suppliers:
 - The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

III. Equal Employment Opportunity Outreach Program. All Prime Contractors doing business with the City, and their subcontractors, shall comply with the City's *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.2701 through 22.2707.

- A. Competitive Bids. If a contract is competitively solicited, after the apparent low responsible bidder has been determined and prior to execution of any contract, that bidder shall submit a Work Force Report (form Attachment AA [1 thru 3]) or an Equal Employment Opportunity (EEO) Plan to the City's Equal Opportunity Contracting Program (EOCP) for approval.
- B. Work Force Report. If a Work Force Report is submitted, and EOCP determines there are under-representations when compared to County Labor Force Availability data, the apparent low bidder shall submit an Equal Employment Opportunity Plan.
- C. Equal Employment Opportunity Plan. If the Apparent Low Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 - 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 - 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit,

- maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
 14. The Contractor develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

IV. Subcontracting.

The City encourages all eligible business enterprises to participate in City contracts as Prime Contractors, subcontractors, joint venture partners with Prime Contractor, Subcontractors, or Suppliers. The Contractors are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including MBEs, WBEs, DBEs, DVBEs, and OBEs. (For definitions, see Paragraph IX.)

- A. Subcontractor Participation Level. The funding source and estimated dollar value determine the requirements for inclusion of subcontractors on this project:
 1. On a City-funded project, if the contract value is estimated to be \$100,000 or less inclusion of subcontractors is strongly encouraged but strictly voluntary.
 2. On a City-funded project, if the contract value is estimated to be in excess of \$100,000, inclusion of subcontractors is mandatory and adherence to the EOCP Subcontracting Outreach Program as attached to this document is also mandatory unless specifically waived at the City's sole discretion.
 3. On a project that is not subject to SCOPE requirements (e.g., State or Federally funded project), if the contract value is estimated to be more than \$100,000, inclusion of subcontractors will be addressed in the supplement to these specifications or included elsewhere in the Contract Documents.

- B. Joint Ventures. Each joint venture partner shall be responsible for a clearly defined scope of work. In addition, an agreement shall be submitted, 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.

V. Lists of Subcontractors and Suppliers.

Bidders shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 through 4113, inclusive.

Bidders 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 i.e., a subcontractors list.

The subcontractor list shall include the Subcontractor's name, telephone number including area code, address, scope of work, the dollar amount of the proposed subcontract, Subcontractor's certification status, and name of the certifying agency.

The listed Subcontractor shall be licensed pursuant to the Contractor License Law.

VI. Listed Subcontractor and Supplier Substitutions.

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

- A. Subcontractor Substitution.

Requests shall be made in writing to the Purchasing & Contracting Department, Attention Contracts Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101 with a copy to the Engineer.

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

Written approval of the substitution request shall be received by the Contractor, from the City or its authorized officer, prior to any unlisted Subcontractor (over 0.5% of the contract amount or \$10,000, whichever is greater) performing work on a project.

Substitution of Subcontractors without authorization shall subject the Contractor to those penalties set forth in Public Contract Code Section 4110.

- B. Supplier Substitution.

Requests 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.

Requests shall be made in writing to the Purchasing & Contracting Department, Attention Contracts Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101 with a copy to the Engineer.

Substitution of Suppliers without authorization shall subject the Contractor to those penalties set forth in Public Contracts Code Section 4110.

- C. A Contractor whose Bid is accepted may not:
- (1) Substitute a person as Subcontractor or Supplier in place of the Subcontractor, 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:
 - (a) 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 with the Contractor, when that written contract, based upon the Contract Documents or the terms of that Subcontractor's or Supplier's written bid is presented to the Subcontractor or Supplier by the Contractor.
 - (b) When the listed Subcontractor or Supplier becomes bankrupt or insolvent.
 - (c) When the listed Subcontractor or Supplier fails to perform its contract.
 - (d) When the listed subcontractor fails or refuses to meet bond requirements as set forth in Public contract Code Section 4108.
 - (e) When the Contractor demonstrates to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code Section 4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - (f) When the listed Subcontractor is not licensed pursuant to the Contractors License Law.
 - (g) When the listed Subcontractor is ineligible to work on a public works project pursuant to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (h) When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
 - (i) 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.
 - (2) 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.
 - (3) 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 the Contractor's total bid or \$10,000, whichever is greater as to which his or her original bid did not designate a Subcontractor or Supplier.

D. Following receipt of notice from the Contractor 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 Purchasing & Contracting Department, Attention Contracts Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101 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 the Contractor's request for substitution.

VII. Prompt Payment. The Contractor or Subcontractor shall pay to any subcontractor, not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In cases of subcontractor performance deficiencies, the Contractor shall make written notice of any withholding to the Subcontractor with a copy to the City Engineer and the Purchasing & Contracting Department, Attention Contracts Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. Upon correction of the deficiency, the Contractor shall pay the Subcontractor the amount previously withheld within fourteen (14) days after payment by the City.

Any violation of California Business and Professions Code, Section 7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanction 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 the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

IX. Definitions. For purposes of reporting requirements for the *Subcontractors List*, the *Suppliers List*, and State and Federal funded projects, the following definitions apply:

Minority Business Enterprise" (MBE) means a certified business which is at least 51% owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least 51% of the stock shall be owned by, and the business operated by, one or more members of the identified ethnic groups.

“Women Business Enterprise” (WBE) means a certified business which is at least 51% owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least 51% of the stock shall be owned by, and the business operated by, one or more women.

“Disadvantaged Business Enterprise” (DBE) means a certified business which is at least 51% owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least 51% of the stock shall be owned by, and the business operated by, socially and economically disadvantaged individuals.

“Disabled Veteran Business Enterprise” (DVBE) means a certified business which is at least 51% owned and operated by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies) The firm shall be certified by the State of California’s Department of General Services, Office of Small and Minority Business.

“Other Business Enterprise” (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

- X. Certification.** The City accepts certifications of MBE, WBE, DBE or DVBE by any of the following methods:
- A. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
 - B. Current MBE or WBE certification from the California Public Utilities Commission. Additional information may be obtained from <http://www.cpuc.ca.gov/PUC/SupplierDiversity/CertInfo.htm>;
 - C. Current MBE certification from the San Diego Regional Minority Supplier Diversity Council. Additional information may be obtained from www.supplierdiversitysd.org;
 - D. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060 or go to their link at <http://www.pd.dgs.ca.gov/smbus/default.htm>.
 - E. Current certification by the City of Los Angeles as DBE, WBE or MBE. For more information go to http://bca.lacity.org/index.cfm?nxt_body=tutorials_c.cfm
- XI. Contract Records and Reports.** Contractors shall maintain the following records and reports required by the City of San Diego’s Equal Opportunity Contracting Program:
- A. Records. The Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and 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.
 - B. Reports. The Contractor shall submit to the City the following reports:
 - 1. *Monthly Employment Report.* The *Monthly Employment Report (Attachment-BB)* shall list each individual employee working on the specific project by full name, social security number, gender, ethnic category, craft and employee source (i.e. union hall, apprenticeship program, other). Each *Monthly Employment Report*

shall be submitted by the 5th day of the subsequent month to the Engineer with a copy to the EOC Program Manager at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Contractor is responsible for collecting and submitting a *Monthly Employment Report* from all Subcontractors, at any level, working at the site.

2. *Monthly Invoicing Report.* The *Monthly Invoicing Report* (Attachment -CC) shall report payments made to all subcontractors and vendors/suppliers. Each Monthly Invoicing Report shall be submitted by the 5th day of the subsequent month to the Engineer with a copy to the EOC Program Manager at 1200 Third Avenue, Suite 200, San Diego, CA 92101. Incomplete reports may cause payment delays and/or non-payment of invoice.
3. *Final Summary Report.* The records maintained under Paragraph A described above shall be consolidated into a *Final Summary Report (Attachment -DD)*, certified as correct by an authorized representative of the Contractor, and submitted to the Engineer with a copy to the EOC Program Manager at 1200 Third Avenue, Suite 200, San Diego, CA 92101, 30 days prior to completion. A *Notice of Completion and Acceptance* will not be filed by the City until after its review of the *Final Summary Report*.

XII. List of Attachments.

- AA Work Force Report Form
- BB Monthly Employment Report Form
- CC Monthly Invoicing Report Form
- DD Final Summary Report Form

**END OF CITY GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM
REQUIREMENTS CONSTRUCTION CONTRACTOR REQUIREMENTS**

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES														

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

MONTHLY EMPLOYMENT REPORT

Attachment BB

Contractor: _____ Employer I.D. Number: _____

Project Title: _____ WBS/IO/CC/: _____

Reporting Period: From: _____ To: _____ Bid Number: _____

Employee List		Last 4 Digits SSN	Employee Address	Male or Female	1 Ethnic Symbol	Craft	2 Employee Source	Number of Hours Worked
Last Name, First Name, Middle Initial								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

1 Ethnic Symbol	
Black, African American	BL
Mexican American, Hispanic, Latino, Puerto Rican	MA
Native American, American Indian, Eskimo	NA
Asian, Pacific Islander	AP
Filipino	FI
Caucasian	CA
Other Ethnicity (not defined above)	OTH

2 Employee Source	
Apprenticeship Program	A
Employment Agency	E
Training Program	T
Union Hiring Hall	U
Other	O

I certify under penalty of perjury that the foregoing information is true and correct:

Authorized Signature
Print Name and Title
Date

Project Title: _____ WBS No: _____ Contact Name: _____
 Contractor: _____ Address: _____



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Ave., Suite 200 – San Diego, CA 92101
 (619) 236-6000, FAX: (619) 235-5209

FINAL SUMMARY REPORT

Attachment DD

The objective of the *Equal Employment Opportunity Contracting Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

Additionally, San Diego Municipal Code Sections 22.2701 through 22.2708 requires all contractors doing business with the City, and their subcontractors, to comply with the City’s Equal Employment Opportunity Outreach Programs. The Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. 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.

These records maintained shall be consolidated into a *Final Summary Report*, certified as correct by an authorized representative of the Prime Contractor, and submitted to the Engineer with a copy to the EOC Program Manager at 1200 Third Ave., Suite 200, San Diego, CA 92101, 30 days prior to completion. A Notice of Completion and Acceptance will not be filed by the City until after its review of the *Final Summary Report*.

Form to be returned to: _____
 (Field Engineer)

Subcontractor/Supplier/Trucker Name, Address and Telephone #	Certification Type*	Description of Work	Contractor(C) Vendor (V) Supplier (S) Trucker (T)	Joint Venture Partner Y/N	Original \$ Amount	Final \$ Amount	Reason for Discrepancy (Change Order Nos. and \$)

*DBE, DVBE, MBE, WBE, OBE

The above-listed Final Summary Report is complete and certified as correct by:

 Signature- (authorized representative of the Contractor)

 Title

 Telephone Number

 Date

CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSTRUCTION CONTRACTOR REQUIREMENTS
FOR
FEDERAL CONTRACTS INCLUDING HUD, FAA, EPA, & FEMA

THE FOLLOWING REQUIREMENTS APPLY FOR STATE AND FEDERALLY FUNDED PROJECTS. IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE STATE AND FEDERAL REQUIREMENTS WILL GOVERN.

IX. Definitions. ADD the following for the purpose of these specifications:

Disadvantaged Business Enterprises (DBEs) are:

- entities owned and/or controlled by a socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- a Small Business Enterprise (SBE);
- a Small Business in a Rural Area (SBRA);
- a Labor Surplus Area Firm (LSAF); or
- a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

Minority Business Enterprises (MBEs) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

Women's Business Enterprises (WBEs) are entities that are at least 51% owned and/or controlled by women (under the 10% and 8% statutes).

XI. Contract Records and Reports. Part B, Reports ADD the following:

3. Contract Activity Report. The Contract Activity Report (Attachment GG) shall report payments made to all subcontractors, subconsultants, and vendors/suppliers of the Contractor. Each Contract Activity Report is due by the 30th day of the subsequent month at the close of the quarter, or more frequently if required by the City's Project Manager. The Contract Activity Report should be sent to the Resident Engineer by the 5th day of the subsequent month with a copy to the Administration Department, Attn: Equal Opportunity Contracting Compliance at 1200 Third Avenue, Suite 200, San Diego, CA 92101.

XII. List of Attachments. ADD the following:

- | | |
|----------------|------------------------------|
| Attachment GG. | Contract Activity Report |
| Attachment HH. | DBE Policy Statement for FAA |

ADD: XIII. Federal Equal Opportunity Requirements. All federally funded projects are subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit Contractor’s compliance with the federal requirements set forth below.

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORUNTUNITY (EXECUTIVE ORDER 11246).

1. The Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.
2. The goal and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, as follows:

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

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

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 shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The “covered area” is the City of San Diego.

B. EQUAL OPPORTUNITY CLAUSES.

The following equal opportunity clauses are incorporated by reference herein:

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

2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
3. The “Equal Opportunity Clause” (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the “Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of \$2,000 or more.

C. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS.

The Contractor is required to comply with the sixteen (16) “Standard Federal Equal Employment Specifications” located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.

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

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign 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.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.
5. Develop on-the-job training opportunities 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 C.1.b above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitations to minority and female contractor associations and other business associations.

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

D. DISCRIMINATION.

The Contractor or any Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federal assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The provision shall be included in any agreements between Contractor and any Subcontractor.

E. VIOLATION OR BREACH OF REQUIREMENTS.

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

F. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

1. Work Force Report. Due at onset of project and updated monthly if new employees are hired to perform work within San Diego County.
2. Monthly Employment Report. Due every month. Report each individual construction employee working on the specific project by name, social security number, gender, ethnic/racial designation, craft, employee source (i.e., Union Hall, Apprenticeship Program, Other) hours worked on project during reporting period.
3. Total Current Work force. Due to the City by the fifth day of the subsequent month.
4. Monthly Invoicing Report listing All Subcontractors and Vendors. Due to the City by the fifth day of the subsequent month.
5. State of California Department of Transportation Payroll Report. Due to the City within weekly.
6. For the purpose of monitoring prevailing wage requirements and EEO related compliance, employee interviews may be conducted by the City or its designated representative.
7. 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.
8. Public Works Contract Award Information, Division of Apprenticeship Standards. Public Works Contract Award information due from the prime and all subcontractors at onset of project for each apprenticeable trade.
9. Statement of Compliance. Required on all prevailing wage projects; it shall accompany all certified payroll record submissions.

G. CONTRACTING WITH DBE FIRMS.

All firms qualifying under this solicitation are encouraged to submit Bids. Pursuant to 24 CFR 85.36(e), the Contractor and any Subcontractors shall take all necessary affirmative steps to assure that DBE business enterprises are used when possible. Affirmative steps shall include the six (6) steps listed at 24 CFR 85.36(e)(2), set forth below:

1. Placing qualified DBE business enterprises on solicitation lists;
2. Assuring that DBE business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBE business enterprises;
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

H. GOOD FAITH EFFORT DOCUMENTATION.

The Bidder shall submit the Good Faith Effort Documentation as part of its Bid. For Design-Build contracts the information may be submitted prior to Construction NTP. For Design-Build contracts, no Construction NTP will be issued unless the Contractor has complied with these specifications.

The required documentation includes:

1. the names and addresses of DBE firms that will participate in the Contract;
2. description of the work that each DBE firm will perform;
3. the dollar amount of the participation of each DBE firm participating;
4. written documentation of the Bidder's commitment to use each DBE business enterprise, and labor surplus area subcontractor whose participation it submits to meet the contract goal;
5. written confirmation from the DBE firm that it is participating in the Contract as provided in the commitment made in these specifications; and

If the Bidder has not attained the designated percentage goals, the Bidder shall demonstrate compliance with the affirmative steps and shall submit documentation showing that all required positive efforts were made prior to Bid opening or in case of Design-Build contracts prior to the Construction NTP.

The required documentation shall be received at the following address:

Purchasing & Contracting Department
Subject: Good Faith Effort Documentation
1200 Third Avenue, Suite 200
San Diego, CA 92101.

Failure to comply with these specifications will lead to the Bid being declared non-responsive and, therefore, may be rejected.

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

I. AGENCY SPECIFIC REQUIREMENTS.

FAA Requirements for FAA Funded Contracts: All projects funded by the U.S. Department of Transportation Federal Aviation Administration [FAA] are subject to the equal opportunity requirements set forth at 49 CFR Part 26, as well as the following Federal Requirements.

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The provision shall be included in any agreements between Contractor and any Subcontractor.

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

The Bidder shall make Work available to UDBEs and select Work parts consistent with available UDBE Subcontractors and Suppliers.

The Bidder Proposer shall meet the UDBE goal shown in the Notice to Bidders or Proposers or demonstrate that it made adequate good faith efforts to meet this goal.

It is the Bidder's responsibility to verify that the UDBE is certified as DBE at date of Bid opening or Proposal due date. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the City's Annual Anticipated DBE Participation Level (AADPL) and the California statewide goal.

Credit for materials or supplies Contractor purchases from UDBEs counts towards the goal in the following manner:

1. 100% counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60% counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The Contractor or Subcontractor will receive credit towards the goal if the Contractor or Subcontractor employs a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

SUBCONTRACTING GOALS: The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. To support its Equal Opportunity Contracting commitment, the City has implemented a race-conscious and race neutral project specific goal methodology required for all FAA funded projects.

The City has determined that the following goals shall apply to this project:

2.9%	Underutilized DBE (UDBE) Race Conscious
2.6%	(DBE) Race Neutral
<hr/>	
5.5%	Total DBE Percentage

The Bidder is required to meet the Project specific goals for UDBE's as outlined in the Specifications or satisfy good faith documentation requirements.

The Bidder shall make good faith efforts, as defined in these specifications to meet the contract goal for DBE participation in the performance of this contract.

The Bidder shall include the City's DBE Policy Statement in all its Subcontracts.

DBE POLICY STATEMENT FOR FAA CONTRACTS

The City of San Diego (Sponsor) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the requirements of the U.S. Department of Transportation (DOT). As a recipient of funding from the DOT, the City of San Diego signed an assurance to comply with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs."

It is the policy of the Airports Division that DBE's, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts assisted in whole or in part by funds granted by the DOT.

The Airports Division prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract subject to the requirements of 49 CFR Part 26.

The Airports Division will require its employees, agents, and contractors to adhere to the provisions of this program.

This policy statement is disseminated to appropriate departments of the City of San Diego, to organizations of minority and disadvantaged businesses and to non-minority business and community organizations of the City of San Diego.

Mike Tussey _____

Deputy Director, Airports Division

Date: _____

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENT), EXCEPT FOR THE FOLLOWING:

PART 1 – GENERAL PROVISIONS

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

1-2 DEFINITIONS.

Contract Documents – DELETE in its entirety and SUBSTITUTE the following:

Contract Documents - The Contract, Addendum, Notice Inviting Bids (or Invitation to Bids), Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract), Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), and modifications issued after the execution of the Contract e.g., Change Orders.

Working Day – DELETE in its entirety and SUBSTITUTE the following:

Any day within the period between the dates of the start of the Contract Time in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK” and the acceptance of the Work (see NOC) other than days listed in 6-7.2, “Working Day”.

ADD the following:

Design Items of Work - That portion of the Work consisting of the professional design services required to be provided in connection with the design of the Project or portions of the Project as set forth in the Contract Documents.

Design Materials - Any and all documents, Shop Drawings, and Working Drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by the Contractor (a) to the City under the Contract Documents or (b) developed or prepared by the Contractor specifically to discharge its responsibilities as set forth in the Contract Documents.

Field Book – The City of San Diego Sewer Field Book or Water Field Book where applicable.

Final Environmental Document - The CEQA document issued for the Project, e.g., a certified environmental impact report, mitigated negative declaration, negative declaration, or an exemption.

Governmental Approvals - Those governmental, including agency actions required to be obtained by the City or the Contractor as specified in the Contract Documents and necessary for the completion of the Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building codes, all as more fully described in the Contract Documents.

Hazardous Materials or Waste - Items identified in Section 104 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

Invitation to Bids – A Contract Document that includes job specific matters or those required by law and the City’s general bid and award instructions issued in conjunction with the award of the Contract.

Scope of Work (SOW) - Labor, materials, equipment, facilities, and services required to be performed or provided by the Contractor to complete the entire Project or the various separately identifiable parts thereof pursuant to the provisions of the Contract Documents.

Services - Professional services e.g., design, engineering, and construction management of the Project that are required in accordance with the Contract Documents. Services shall be included in the Work.

Supplier - Manufacturer, fabricator, distributor, dealer, or vendor.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

DELETE this section in its entirety and SUBSTITUTE the following:

Award and execution of the Contract shall be as provided for in the Special Provisions, Instructions to Bidders, Invitation to Bids, or as provided for in this contract and the Request for Proposals (RFP).

ADD: 2-1.1.11 Headings. All section headings are for convenience only and shall not affect the interpretation of this contract.

ADD: 2-1.1.12 Cumulative Remedies. The duties and obligations imposed by this contract and the rights and remedies available hereunder to the Parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this contract and all of the rights and remedies available to City thereunder; are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents.

ADD: 2-1.1.13 Public Works Contracts; Assignment to Awarding Body: In accordance with Section 7103.5(b) of the California Public Contract Code (A.B. 3416), the Contractor and Subcontractors shall conform to the following requirements. In entering into a public works contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the Subcontract. This assignment shall be made and become effective at the time the awarding body tenders to the Contractor, without further acknowledgment by the Parties.

2-3.1 General. ADD the following:

Subcontractors shall be qualified, sufficiently experienced, and appropriately licensed architects, engineers, and contractors. The construction contractors shall be appropriately licensed by the California Contractors State License Board. The use of Subcontractors in no way relieves the Contractor of any obligations or responsibilities under this contract.

ADD: 2-3.1.1 Suppliers List. The Contractor warrants that it has listed all Suppliers known to the Contractor at the time of Award on the Vendors/Suppliers List attached to this contract. If the Suppliers are required that were not listed by the Contractor prior to Award, the Contractor shall let the supply subcontract in accordance with a competitive bidding process performed solely at the Contractor’s expense.

ADD: 2-3.1.2 Subcontractor List. The listing of Subcontractors provided by the Contractor, in compliance with the “Subletting and Subcontracting Fair Practices Act” (Public Contract Code §§4100-4114, inclusive), shall not be modified without the prior written approval of the City.

If at any time after Award of the Contract the Contractor identifies a need for additional Subcontractor services, the Contractor shall immediately request in writing the City’s consent. The request shall include a justification, a description of the work, and an estimate of the costs for the services.

2-3.2 Self Performance. ADD the following:

The requirement for the Contractor to perform with its own organization, Contract work amount to at least 50% of the Contract Price will be waived for contracts when a “B” License is required.

The requirement for the Contractor to perform with its own organization, Contract work amount to at least 50% of the Contract Price applies only to the base Contract amount awarded, and shall not apply to Additive or Deductive Alternate Work described in the Bid documents.

2-5.2 Precedence of Contract Documents. DELETE in its entirety and SUBSTITUTE the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and/or Supplemental Agreements; whichever occurs last.
- 3) Contract or Agreement.
- 4) Addenda.
- 5) Bid or Proposal.
- 6) Invitation to Bids.
- 7) Special Provisions (i.e., City Supplement and Supplementary Special Provisions).
- 8) Plans.
- 9) City Standard Drawings.
- 10) GREENBOOK.
- 11) Reference Specifications.

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source’s requirements shall govern unless specified otherwise.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. To the City Supplement, DELETE in its entirety.

2-5.3.5 Trade Names or Equals. To the City Supplement, DELETE in its entirety.

2-7 SUBSURFACE DATA. To the City Supplement, DELETE in its entirety and SUBSTITUTE the following:

The Plans for the Work show conditions as are believed by the Engineer to exist, but it is not to be inferred that all of the conditions as shown thereon actually exist, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and the actual conditions revealed during the progress of the Work or otherwise.

If reports of explorations and tests of subsurface conditions at the Site are referenced in the Contract Documents e.g., Supplementary Special Provisions (SSP), the Bidders are encouraged to inspect the Site, acquire, and review these reports and to take other necessary steps to thoroughly familiarize themselves with the Site conditions. If a review of the documents and Site inspection indicate a conflict, the Bidder

shall immediately notify the City. For access and cost information to obtain those reports contact the City Project Manager, during regular business hours.

The City does not represent that the listed documents, or the logs, and test results, show the conditions that will be encountered in performing the Work. The City represents only that the logs, and test results show the conditions encountered at the particular locations and at the particular times they were obtained. The Bidders and other users of the subsurface data are cautioned that interpretations and conclusions contained in the documents were formulated for design purposes only and were based on work performed in such a way as to expressly provide information required for design.

In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the site of the work:

1. None

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety.

SECTION 3 - CHANGES IN WORK

3-2.2.1 General. To the City Supplement, DELETE in its entirety and SUBSTITUTE the following:

Unit Bid prices for additional bedding, imported backfill, shoring, water services, house connection sewer, abandoned water services (water stiff), water pollution control items, point repair for existing sewer main, additional point repair for existing sewer main, sewer lateral connection, and sewer lateral lining shall not be subject to adjustment regardless of quantity used or if none is used.

3-3.2.2 Basis for Establishing Costs.

a) Labor: DELETE in its entirety and SUBSTITUTE the following:

The Engineer reserves the right to request certified payrolls to substantiate the actual cost of labor on City provided form attached to this contract as an Appendix. An initial submittal shall be made prior to NTP. The Bid item for Certified Payroll shall include payment for producing payroll certified by a California licensed Certified Public Accountant and shall be paid for on a per each basis. The certified payroll shall list the labor rates of the Contractor personnel, consultants and Subcontractors that are working on or are associated with this Project and shall be provided at the request of the Engineer.

3-3.2.3 Markup. To the City Supplement, ADD the following:

The Contractor shall only be reimbursed, with 6% markup, for the warranty extensions beyond the time required by the Contract Documents if requested by the City.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection of Materials Not Locally Produced. To the Greenbook and City Supplement, DELETE in its entirety and SUBSTITUTE the following:

When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles outside the geographical limits of the City or outside the U.S.A., an inspector or accredited testing laboratory (either from City's approved construction materials testing laboratories and inspection agencies list or approved by the Engineer), shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall evaluate the materials for conformance with the requirements of the Plans and Specifications. The Contractor shall forward reports required by the Engineer.

No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the requirements of the Contract Documents.

When required by the Special Provisions or as noted on the Project Plans, the Engineer may elect to perform inspection of an out-of-town manufacturer. The Contractor shall incur all inspection costs. These costs shall include travel expenses, a per diem allowance for lodging, meals, car rental per day. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs. At the option of the Engineer, full time inspection will continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, the expenses of the Engineer's supervisor will be included in the figures for one 2-day trip to the site per month. Inspection costs paid by the Contractor will not include the wages of the Engineer and their supervisor if employed by the City, when required by the Special Provisions or as shown on Project plans.

4-1.3.3 Inspection by the Agency. DELETE in its entirety and SUBSTITUTE the following:

The City will provide all inspection and testing laboratory services within 50 miles (80 km) of the geographical limits of the City within the U.S.A. For Private Contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

ADD: 4-1.3.6 Preapproved Materials. Materials such as concrete, asphalt concrete, slurry, backfill and bedding, gravel, crushed rock, and other materials that are not produced or delivered until the day they are used, do not require a submittal if they are determined by the Engineer to be standard materials provided in conformance with Part 2, "Construction Materials", Part 4, "Rock Products" and Part 5, "System Rehabilitation" unless otherwise specified.

For materials listed on the City's Approved Materials List (AML), in lieu of the submittal, the Contractor shall certify in writing, that the proposed equipment and material to be incorporated in the Work comply with the Contract requirements and AML.

4-1.5 Certificate of Compliance. DELETE in its entirety and SUBSTITUTE the following:

The Engineer may waive the materials testing requirements of the Specifications and accept the manufacturer's written certificate of compliance from the U.S. manufacturer or a certified private agency. The certificate of compliance shall confirm that the materials to be supplied meet the requirements of the Contract Documents. Materials test data may be required by the Engineer to be included with the submittal.

4-1.6 Trade Names or Equals. ADD the following:

Substitution submittals made by the Contractor shall be subject to the following requirements:

- a) In accordance with California Public Contract Code §3400(a), unless specified elsewhere in the Contract Documents, the Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item within 35 days after award of the Contract.
- b) Substitutions requested by the Contractor shall clearly indicate deviations from the equipment and materials specified in the Contract Documents.
- c) If an offered substitution by the Contractor for the trade names specified in the Contract necessitates changes to, or coordination with, other items of the Work, the information submitted shall include details showing such changes. The Contractor shall perform these changes as part of the substitution of material or equipment and at no additional cost to the City.

- d) If the Engineer's takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. The lack of action(s) on the Engineer's side within the specified time shall not constitute acceptance of the substitution.
- e) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- f) There is no guaranteed time frame for completion of product substitution review as much of the information on criteria such as long term testing, service, and durability may not be readily available.
- g) Within 5 working days of receipt of the City's comments, The Contractor shall resolve with the City any outstanding issues as a result of the City's comments. Unless agreed with the City in advance, The Contractor shall submit any required revised or final Submittals within 10 working days of the resolution of the submittal issues. It is the Contractor's responsibility to ensure that the comments of the City are addressed by the Contractor.
- h) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. Paragraph (a), to the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Upon the request of the Contractor, the City may delay the issuance of the Notice to Proceed (NTP) up to 5 Working Days (40 Working Days for the preparation, submittal, obtaining approval for and filing of the PRDs) from the date of the preconstruction meeting. No time extension of this delay will be allowed. The number of Working Days to postpone the NTP shall be requested by the Contractor at the preconstruction meeting.

6-1.2 Commencement of Work. ADD the following:

For paving Work, the Contractor shall coordinate Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and Engineer.

6-7 TIME OF COMPLETION: ADD The Following:

Work shall be completed within the time specified in the Invitation to Bids.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. DELETE in its entirety and SUBSTITUTE the following:

The Work will be inspected by the Engineer for acceptance upon receipt of the Contractor's written assertion that the Work has been completed.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to the Board, which may accept the completed Work. The Engineer will, in its certification, give the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work.

The Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year from the date the Work was completed as certified by the Engineer. The warranty period for items of Work placed into service prior to acceptance of the Work shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing. The Contractor shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Agency may perform this work and the Contractor's Surety shall be liable for the cost thereof.

6-9 LIQUIDATED DAMAGES. ADD the following:

The Contractor shall pay or reimburse the City for regulatory or court imposed fees, fines, or penalties imposed on the City arising from the Contractor's failure to complete the Work in a timely manner, in accordance with the Contract Documents, or both. The Contractor's responsibility and obligation to pay or reimburse the City for these fees, fines, or penalties shall be in addition to the assessment of liquidated damages for late completion of the Work.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1.2 Temporary Utility Services. ADD the following:

The Contractor shall provide and pay for all utilities e.g., electrical, gas, and water required for construction activities (including testing and commissioning) until the Project is accepted.

7-3 LIABILITY INSURANCE.

7-3.2.3 Contractors Pollution Liability Insurance. To the City Supplement, DELETE this in its entirety.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance. To the City Supplement, DELETE in its entirety.

7-3.2.5 Contractors Builders Risk Property Insurance. To the City Supplement, DELETE in its entirety.

7-3.2.6 Railroad Protective Liability Insurance. To the City Supplement, DELETE in its entirety.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements. To the City Supplement, DELETE this section in its entirety.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements. To the City Supplement, DELETE in its entirety.

7-3.5.5 Builders Risk Endorsements. To the City Supplement, DELETE this section in its entirety.

7-3.10 Architects and Engineers Professional Insurance To the City Supplement, DELETE this section in its entirety.

7-4.1.1 Worker's Compensation Insurance for Work In, Over, or Alongside Navigable Waters. To the City Supplement, DELETE this section in its entirety.

7-5 PERMITS. DELETE the first paragraph in its entirety and SUBSTITUTE the following:

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

- a) None

The Contractor shall obtain and pay for all other permits and fees required to construct the Project and inspections necessary for the proper execution and completion of the Work unless otherwise stated in these specifications.

To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after Award of Contract, there shall be an equitable adjustment in the Contract Price and Contract Time on account of such change per Section 3, "CHANGES IN WORK." The Contractor shall comply with and give notices required by applicable laws.

The Contractor shall not be entitled to damages or additional payment for delays attributable to the acquisition of permits.

The Contractor may be given a no-cost extension of time for unforeseen delays attributable to the acquisition of permits.

7-8.6 Water Pollution Control. ADD the following:

Based on a preliminary assessment by the City, this contract is subject to WPCP.

For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.

The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

7-8.6.1 General. ADD the following:

The Contractor shall comply with the requirements of the CGP or Municipal Permit as applicable for any construction or demolition activity that results in a land disturbance.

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP). DELETE in its entirety and SUBSTITUTE with the following:

For projects subject to CGP, the Contractor shall prepare, submit, and implement a SWPPP in accordance with Section 801, "WATER POLLUTION CONTROL."

ADD: 7-8.8 Payment. If no separate Bid item(s) has(ve) been provided for the items of Work involving job site maintenance, payment shall be included in the various Bid items.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

The City may decide to perform the repairs of its own facilities with the City Forces at the discretion of the Engineer at the Contractor's expense.

The Contractor shall be responsible for coordinating with property owners for access to be provided to work on the private property or the City's right-of-way.

ADD: 7-9.4 Payment for Planned Damages. Restoration of the improvements damaged as part of the Work shall be included in the Work requiring the damage to the improvements.

7-10.2.7 Measurement and Payment. To the City Supplement, item c), DELETE the first sentence and REPLACE with the following:

Maintaining, repairing, replacing, and removing the flashing arrow boards, complete in place, as shown on the Plans, and in accordance with these specifications and the Special Provisions shall be included in the lump sum Bid item for Flashing Arrow Boards.

7-13.2 Nondiscrimination. To the City Supplement, DELETE in its entirety.

7-14 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, REVISE the section number from “7-14” to “7-19”.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

ADD: 9-0 TOTAL PRICE.

9-0.1 Price Conditions. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all taxes, use, consumer and other taxes mandated by applicable legal requirements.

9-3.1 General. To the City Supplement, DELETE in its entirety and SUBSTITUTE the following:

At the expiration of thirty-five (35) days from the date of filing Notice of Completion (NOC) with the County Recorder and upon receipt by the City Auditor of a fully executed Release of Claims, the amount deducted from the final estimate, and retained by the City, will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

Acceptance by the Contractor of Final Payments shall be and shall operate as a release to the City of all claims in stated amounts that may be specifically excepted by the Contractor for things done or furnished in connection with this Work and for every act and neglect of the City and others related to or arising out of this Work. Payment by the City will not release the Contractor or his surety from any obligation under Contract or under the performance bond and payment bonds.

The Contractor shall warrant that upon submittal of an application for payment, the Work for which applications for payment have been previously issued and payments received from the City will, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Contractor, Subcontractors, Suppliers, or other persons or entities making a Claim by reason of having provided labor, materials, and equipment relating to the Work.

9-3.4 Mobilization. ADD the following:

When a separate Bid item has been provided for mobilization, payment for mobilization will be distributed equally over the first 2 progress payments up to the bid amount, but not to exceed 3% of the Contract Price. If the Bid item for mobilization exceeds 3% of the Contract Price, any such differential amount up to the bid amount, shall be paid as a part of the Final payment. If a separate Bid item has not been provided for mobilization, the payment for mobilization shall be included in the various Bid items.

9-3.4.2 Payment. To the City Supplement, DELETE in its entirety.

ADD: 9-3.5 Bond Payments. The Bid item for bonds shall include full compensation for actual costs of payment and performance bonds. The Contractor may submit a request for payment of actual invoiced costs up to the bid amount, but not to exceed 2.5% of the Contract Price, not less than 10 Working Days after Award of the Contract.

If the Bid item for bonds exceeds actual invoiced costs, any such differential amount up to the bid amount, shall be paid as a part of the Final Payment.

9-3.7.2 Work to Be Performed Under Each Phase. To the City Supplement, DELETE in its entirety and SUBSTITUTE the following:

The Work to be performed under this contract as part of the first phase is identified in the approved Pre-Award Schedule. The Work elements to be completed as part of each phase shall be functional and complete for the intended purpose in the event the subsequent phases are not authorized by the City. Subsequent phases shall be authorized by the City in advance of construction of work identified in such phases.

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 801 – WATER POLLUTION CONTROL

To the City Supplement, DELETE Section 801 in its entirety and SUBSTITUTE with the following:

SECTION 801 – WATER POLLUTION CONTROL

801-1 DEFINITIONS AND ACRONYMS. For the purpose of Sections 801 and 7-8.6, the definitions and acronyms listed in Appendices 5 and 6 of the CGP shall apply except as follows:

Attachments – Attachments referenced in these specifications are from the CGP. Attachments can be viewed at the following website:

http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Best Management Practice (BMP) - (1) A method that is implemented to protect water quality and prevent or reduce the potential for pollution associated with storm water runoff and construction activities, e.g., scheduling of activities, prohibitions of practices, maintenance procedures, and other management practices, (2) any program, process, siting criteria, technology, treatment requirement, or operating method, measure, or device that controls, prevents, removes, or reduces pollution.

Construction General Permit (CGP) – National Pollutant Discharge Elimination System CGP for the Storm Water Discharges associated with the construction and land disturbance activities i.e., State Water Resources Control Board Permit, Order No. 2009-0009 DWQ.

Discharger - The Contractor.

Legally Responsible Person (LRP) - The City of San Diego for the City’s Public Works projects.

Linear Utility (Underground or Overhead) Project (LUP) - LUPs include any conveyance, pipe, or pipeline for the transportation of any gaseous, liquid including water, wastewater for domestic municipal services, liquescent, or slurry substance; any cable line or wire for the transmission of electrical energy; any cable line or wire for communications e.g., telephone, telegraph, radio or television messages; and associated ancillary facilities.

Maximum Extent Practicable (MEP) - The technology-based standard established by the United States Congress in the Clean Water Act 402(p)(3)(B)(iii) that municipal discharges of urban runoff shall meet. MEP generally emphasizes pollution prevention and source control BMPs primarily as the first line of defense in combination with treatment methods serving as backup and additional lines of defense.

Municipal Permit - San Diego County Municipal Storm Water Permit, Order No. 2007-0001.

Numeric Effluent Limitation (NEL) - Any numeric or narrative restriction imposed on quantities, discharge rates, and concentrations of pollutants, which are discharged from point sources into waters of the United States, the waters of the contiguous zone, or the ocean. The CGP contains both narrative Effluent limitations and numeric Effluent limitations for pH and Turbidity.

Permit Registration Documents (PRD) - Includes a Notice of Intent (NOI), Risk Assessment, Site Map, Storm Water Pollution Prevention Plan (SWPPP), Annual Fee, and a signed Certification Statement.

Qualified Contact Person (QCP) - The trained and competent person employed by the Contractor responsible for the implementation of WPCP.

Storm Water Pollution Prevention Plan (SWPPP) - Site specific document required by the CGP and Municipal Permit.

Water Pollution Control Plan (WPCP) - A plan required by the City Storm Water Standards Manual for projects with less than 1 acre of ground disturbance, inclusive of any unpaved areas associated with the Project, which is determined to have a potential to impact water quality during construction.

WDID # - Waste Discharge Identification number required prior to the start of any construction activities for projects that disturb more than one acre or that are not eligible for a rainfall erosivity waiver.

Weather Triggered Action Plan (WTAP) - A written plan deployed with standby BMP's as needed to protect the exposed portions of the site within 24 hours of prediction of a storm event (a predicted storm event is defined as a forecasted, 40% or greater chance of rain) for WPCP purposes.

801-2 GENERAL. These specifications set the City's minimum requirements. The Contractor shall comply with the requirements of the Construction General Permit and Municipal Permit for any construction or demolition activity that results in a land disturbance.

The Contractor shall pay or reimburse the City for regulatory or court imposed fees, fines, or penalties imposed on the City arising from the Contractor's failure to complete the Work in compliance with the requirements of the CGP.

The Contractor shall be responsible for delays associated with the Contractor's failure to complete the Work in compliance with the requirements of the CGP.

801-2.1 Illegal Discharges. Any discharge to the City's Storm Water Conveyance System that is not composed entirely of Storm Water, or is prohibited by federal, state, or local laws, or degrades the quality of Receiving Waters in violation of any Plan Water Quality Objective shall not be allowed. The terms "Storm Water Conveyance System," "Storm Water," "Receiving Waters," and "Plan Water Quality Objective" shall be defined as set forth in San Diego Municipal Code § 43.0302, which is herein incorporated by reference into this contract.

801-2.2 Training. The contractor shall ensure that all persons responsible for compliance with the CGP shall be appropriately trained in accordance with the CGP. Training shall be both formal and informal, occur on an ongoing basis, and should include training offered by recognized governmental agencies or professional organizations. The Contractor shall provide documentation of all training to the Engineer and as required by the Annual Report.

801-2.3 Legally Responsible Person (LRP). For the purpose of SWPPP, the City has identified the LRP for the regulated Site and designated at least one AS in the event that the LRP is unavailable. Only LRP or the AS may certify the final submittal of the PRDs using the SMARTS.

801-2.4 Qualified SWPPP Developer (QSD). The Contractor shall appoint a QSD to complete the SWPPP with site specific BMPs and pertinent information in accordance with CGP prior to uploading onto SMARTS. The verification of the certification shall be submitted to the Engineer at the pre-construction meeting.

The QSD shall have the registration or certification, and appropriate experience, as required for in CGP, Section VII.B.1

Effective September 2nd, 2011, the QSD shall have attended a State Water Board-sponsored or approved QSD training course as directed by the CGP.

801-2.5 Qualified SWPPP Practitioner (QSP). The Contractor shall appoint a QSP. The QSP shall be responsible for non-storm water and storm water visual observations, sampling and analysis, preparation of the annual compliance evaluation, and the elimination of unauthorized discharges. The QSP shall be on-site daily to evaluate the conditions of the Site with respect to storm water pollution prevention.

- a) The QSP shall be either a QSD; or
- b) The QSP shall have one of the certifications and appropriate experience, as required for in CGP, Section VII.B.3.

Effective September 2nd, 2011, the QSP shall have attended a State Water Board-sponsored or approved QSP training course as directed by the CGP and shall be trained and certified to ensure full compliance with the CGP and implementation of all elements of the SWPPP.

801-2.6 Permit Registration Documents (PRDs). The Contractor shall prepare and upload the PRDs into the SMARTS. The PRDs will be reviewed, certified, and filed by the LRP or designee following the Contractor's submittal. The Contractor shall submit the PRD's to the Engineer for review at the pre-construction meeting in accordance with 2-5.3, "Submittals." The Contract Time shall start in accordance with 6-1.2, "Commencement of the Work" or as determined by the Engineer. The Work shall not commence without a valid WDID #.

- a) NOI Form – The Contractor shall complete and submit the NOI.
- b) Preliminary Assessment – For contracts subject to CGP, a preliminary assessment has been calculated for the design purposes based on the Site's characteristics and the CGP requirements. The QSD shall verify the City's assessment prior to submittal through SMARTS.

If the Site assessment is found to be at a higher level than the City's preliminary assessment, the additional Work required will be paid as Extra Work. If during the construction the level is increased resulting from the Contractor's failure to comply with the CGP, no additional payment will be made.

- c) Site Map - The Contractor shall submit the erosion control map(s) with the PRDs as described in the CGP.
- d) SWPPP - Using the City provided outlines; the SWPPP and each amendment shall be prepared and signed by the QSD. After the SWPPP is revised to the satisfaction of the Engineer, the SWPPP shall be uploaded through SMARTS.

The SWPPP shall be implemented and updated as necessary to address Site conditions. The Contractor shall make the SWPPP available at the Site during working hours while construction is occurring and shall be made available upon request by a State inspector or the Engineer.

- e) Permit Fee - The Contractor shall be responsible for paying the required permit fee to the State Water Resources Control Board immediately following the filing of the PRDs by the LRP.
- f) SWPPP - The SWPPP and each amendment shall be signed by the QSD. The Contractor shall submit the SWPPP using the City provided outlines and all other PRDs to the Engineer for review at the pre-construction meeting. The Contractor shall allow a minimum of 10 Working Days for review of each submittal by the City. If extensive additions or corrections are required, the Engineer will return the submittal for corrections and re-submission. After the SWPPP is revised to the satisfaction of the Engineer, the SWPPP shall be uploaded through SMARTS.

The Contractor shall prepare PRDs in accordance with Section 801, "WATER POLLUTION CONTROL," prior to the issuance of the NTP. The SWPPP shall be implemented and updated as necessary to address Site conditions. The Contractor shall make the SWPPP available at the Site during working hours while construction is occurring and shall be made available upon request by a State inspector or the Engineer.

801-2.7 Effluent Standards. Refer to CGP for the applicable effluent standards.

801-2.8 Record Retention. The Contractor shall refer to the CGP where applicable except that the required retention period shall be limited to the Contract Time.

801-2.9 Post-Construction Requirements. The Contractor shall comply with the post-construction requirements when post-construction requirements have been identified in the Contract Documents.

The Contractor shall mark every storm drain inlet within the projects boundaries with adhesive decal-discs or an imbedded concrete stamp. The Contractor shall use decal-discs on existing inlets and concrete stamps on new inlets. The concrete stamp is available from the Engineer with 5 days advance notice. On curb inlets, the concrete stamp or decal discs shall be placed on the top of curb at the inlet roof. On catch basins, the concrete stamp shall be imprinted next to the inlet grate.

For final site stabilization see 7-8, "WORK SITE MAINTENANCE." The QSP shall notify the Engineer if the removal of the construction BMP will expose the Site to conditions that would impair the water quality.

801-2.10 Notice of Termination (NOT). The Contractor shall terminate coverage of an LUP by uploading an electronic NOT onto SMARTS. By uploading an NOT, the Contractor shall be certifying that construction activities are complete and that the Project is in full compliance with requirements of the CGP. Upon approval by the appropriate Regional Water Board office, permit coverage will be terminated and communicated to LRP.

801-2.11 Risk Levels and LUP Types. The Contractor shall refer to the Risk Level or LUP Type identified for this contract and the following to determine the applicable requirements of the CGP:

801-2.11.1 Risk Levels.

- a) Risk Level 1 establishes the baseline requirements for all Risk Levels. See Attachment C.
- b) Risk Level 2 contracts shall be subject to Risk Level 1 requirements. See Attachment D.
- c) Risk Level 3 contracts shall be subject to Risk Level 1 and Risk Level 2 requirements. See Attachment E.

801-2.11.2 LUP Types. See Attachment A.

- a) Type 1 LUP SWPPP.
- b) Type 2 LUP contracts shall be subject to Type 1 LUP requirements.
- c) Type 3 LUP contracts shall be subject to Type 1 LUP and Type 2 LUP requirements.

801-3 RISK LEVEL 1. The requirements for Risks Level 1 are in Attachment C of the CGP.

801-3.1 SWPPP Requirements. The SWPPP shall address the following objectives:

- a) Control all pollutants and their sources associated with the Work.

- b) Identify and either eliminate, control, or treat all non-storm water discharges.
- c) Reduce or eliminate pollutants in storm water discharges and authorized non-storm water during and after construction through the implementation of appropriate BMPs.

The SWPPP shall include supporting information i.e., the conclusions, selections, use, and maintenance of BMPs.

A copy of the SWPPP and the BMP maps shall be kept at the Site and be made available to the Engineer or the State authorized inspector immediately upon request.

801-3.2 Construction BMP Requirements. BMPs shall be installed in accordance with California Stormwater Quality Association (CASQA) BMP handbooks (www.cabmp.handbooks.org).

801-3.2.1 Good Site Management "Housekeeping." The Contractor shall assess the potential pollutant sources, identify areas of the Site where additional BMPs are necessary, and assure of existing BMP effectiveness.

The Contractor shall control potential sources of water pollution before they come in contact with storm water systems or watercourses by implementing the measures specified in CGP for the following sources:

- a) Delivery, inventory, storage, stockpiling, and use of construction material;
- b) Construction waste e.g., concrete waste products, contaminated soil, hazardous materials, liquid waste products, solid waste products, sanitary or septic waste, and spills. A spill response and implementation plan shall be developed and included as a part of the SWPPP as an appendix or separate SWPPP chapter;
- c) On-site vehicle and equipment fueling, storage, and maintenance;
- d) Landscape materials e.g., fertilizers, mulches, and topsoil;
- e) Air depositions from the Work which include pollutants e.g., particulates as sediment, nutrients, trash, metals, bacteria, oil, grease, and organic matters.

801-3.2.2 Non-Storm Water Management. The Contractor shall identify all non-storm water discharges and either eliminate, control, or treat them. The Contractor shall wash vehicles and clean streets in such a manner as to prevent unauthorized non-storm water discharges from reaching surface water or drainage conveyance systems as specified in CGP.

801-3.3 Erosion Control. The Contractor shall control the Site erosion through the implementation of effective wind erosion control and effective soil cover for Inactive Areas, all finished slopes, open space, utility backfills, and completed lots.

The SWPPP shall include the sequencing of the Work activities and the implementation of effective Erosion Control BMPs while taking local climate e.g., rainfall and wind into consideration, thereby reducing the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking.

The SWPPP shall:

- a) describe when Work will be performed that could cause the discharge of pollutants in storm water;
- b) describe the water pollution control practices associated with each construction phase; and
- c) identify the soil stabilization and sediment control practices for all disturbed soil area.

801-3.4 Sediment Control. The Contractor shall control sources of sediment associated with the performance of the Work.

The Contractor shall establish and maintain effective perimeter controls, the stabilization of construction entrances and exits, and the protection of storm drain inlets with the potential to receive runoff from the Site.

The storm drain inlet protection shall not be removed until the Project is complete. The Contractor shall be responsible for preventing flooding associated with storm drain inlet protection. The water around the inlet shall not be allowed to pond if the standing water impedes the safe flow of traffic. Any BMPs temporarily removed by the Contractor to alleviate flooding shall be replaced or modified immediately as safety allows.

The storm drain inlet sediment control measures shall be of sufficient weight so as not to shift out of place or shall be secured in place against movement. Inlet sediment control measures shall be maintained daily or more often as needed. Maintaining inlet sediment control measures shall include replacing damaged BMPs, and removing and disposing of accumulated sediment, trash, and debris.

The Contractor shall design the sediment basins according to the method provided in CASQA's Construction BMP Guidance Handbook when sediment basins are used.

801-3.5 Run-on and Runoff Controls: Sites with lower risks of impacting water quality shall not be subject to the run-on and runoff control requirements unless an evaluation deems them necessary or visual inspections show that such controls are required. If required, the Contractor shall effectively manage run-on, runoff within the Site, and runoff that discharges off the Site. Run-on from offsite shall be directed away from disturbed areas or shall collectively be in compliance with the Effluent limitations in the CGP.

Calculations and design details as well as BMP controls for site run-on shall be included in the SWPPP.

801-3.6 BMP Inspection, Maintenance, and Repair. Inspection, maintenance, repair, and sampling activities on-site shall be performed or supervised by a QSP or appropriately trained designee.

- a) Inspections shall be performed weekly during dry weather and at least once each 24-hour period during extended storm events.
- b) Inspections and observations shall identify BMPs that need maintenance to operate effectively; have failed; or could fail to operate as intended.
- c) The Contractor shall begin implementing repairs or design changes to BMPs within 72 hours of identification and complete the changes as soon as possible.

801-3.7 Monitoring and Reporting. The Contractor shall develop and implement a written site-specific Construction Site Monitoring Program (CSMP) as required by CGP. The CSMP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect Project revisions. The CSMP shall be a part of the SWPPP, included as an appendix or separate SWPPP chapter. The CSMP shall address the objectives specified in CGP Attachment C, Section I.2.

The CSMP shall include monitoring procedures and instructions, location maps, forms, and checklists, which shall cover the following requirements:

- a) Visual Monitoring for Qualifying Rain Events.
- b) Visual Observation Exemptions.
- c) Monitoring Methods.

- d) Non-Storm Water Discharge Monitoring.
- e) Non-Visible Pollutant Monitoring.
- f) Particle Size Analysis for Project Risk Justification.

801-3.8 Annual Reports. If the Project is enrolled for more than one continuous three-month period, the Contractor shall electronically submit an Annual Report through SMARTS no later than September 1 of each year. The LRP will certify each Annual Report in accordance with the Special Provisions Section of the CGP (IV). Annual Reports shall be retained on-site while construction is ongoing.

The annual reports shall include the following:

- a) Storm water monitoring information as listed in Section XVI.D of the CGP; and
- b) Training information for all individuals responsible for Permit compliance (Section XVI.E).

801-4 RISK LEVEL 2. The requirements for Risks Levels are in Attachment D of the CGP.

801-4.1 Good Site Management "Housekeeping." The Contractor shall document Good Site Management measures in the SWPPP and REAP(s) for all phases of the construction.

801-4.2 Sediment and Erosion Control. In accordance with the CGP, the Contractor shall:

- a) Implement appropriate Sediment and Erosion Control BMPs for areas under active construction as defined in the CGP.
- b) Apply linear sediment controls.
- c) Ensure that construction activity traffic to and from the Project is limited to entrances and exits that employ effective controls to prevent offsite tracking of sediment.
- d) Ensure that storm drain inlets and perimeter controls, Runoff Control BMPs, and pollutant controls at entrances and exits (e.g. tire wash locations) are maintained and protected from activities that reduce their effectiveness.
- e) Inspect on a daily basis all immediate access roads daily.

801-4.3 Controls for Protecting Sensitive Receiving Waters. Sites that discharge to a sediment-sensitive water body shall include additional BMPs to protect against sediment laden-discharge. Refer to the CGP for additional information.

801-4.4 Rain Event Action Plan (REAP). A REAP shall be developed by QSD for all phases of construction. The Contractor shall ensure that a paper copy of each REAP is available on-site in compliance with the record retention requirements of the CGP.

The Contractor shall ensure that the QSP begins implementation of the REAP no later than 24 hours prior to the likely precipitation event.

801-4.5 Monitoring and Reporting Requirements. The CSMP shall be subject to the objectives specified in CGP, Attachment D, Section I.2.

The CSMP shall cover the following requirements:

- a) Visual Monitoring for Qualifying Rain Events.
- b) Water Quality Sampling and Analysis.
- c) Storm Water Discharge Water Quality Sampling Locations.
- d) Storm Water Sampling and Handling Instructions.
- e) Monitoring Methods.

- f) Analytical Methods.
- g) Non-Storm Water Discharge Monitoring.
- h) NAL Exceedance Report.

The Contractor shall electronically submit all storm event sampling results through SMARTS no later than 5 days after the conclusion of the storm event to be certified by the LRP.

801-5 RISK LEVEL 3. The requirements for Risks Level 3 are in Attachment E of CGP.

801-5.1 Monitoring and Reporting Requirements. The Contractor shall follow the following CSMP requirements:

- a) The CSMP shall address the objectives specified in CGP Attachment E, Section I.2.
- b) Water Quality Sampling and Analysis - The Contractor shall electronically submit all storm event sampling results to the State Water Board no later than 2 days after the conclusion of the storm event to be certified by the LRP.
- c) Receiving Water Monitoring Requirements.
- d) Receiving Water Sampling Locations.
- e) Analytical Methods.
- f) NEL Violation Report – The Contractor shall electronically submit all storm event sampling results through SMARTS no later than 2 days after the conclusion of the storm event to be certified by the LRP. Violation of NEL shall be reported via SMARTS within 24 hours after the exceedance.
- g) Bioassessment.

801-6 TYPE 1 LUP.

801-6.1 SWPPP Requirements. The SWPPP shall be designed in accordance with the objectives specified in Section K.1.

The QSD shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

The Contractor shall comply with the narrative Effluent standards listed in Section J.1.

A minimum of 3 LUP site maps shall be prepared as specified in B.2.

801-6.2 Construction BMP Requirements. The Contractor shall refer to Risk Level 1 requirements specified in Attachment C.

801-6.3 BMP Inspection, Maintenance and Repair. The Contractor shall at all times properly operate and maintain facilities and systems of treatment and control and related appurtenances in accordance with Section J.7 of Attachment A.

801-6.4 Monitoring and Reporting Program. The Contractor shall prepare a Monitoring and Reporting Program as required by Section M of Attachment A prior to the start of construction and shall immediately implement the program at the start of construction. The monitoring program shall be implemented at the appropriate level to protect water quality at all times throughout the life of the Project. The Monitoring and Reporting Program shall be a part of the SWPPP, included as an appendix, or separate SWPPP chapter.

The Monitoring and Reporting Program shall address the following:

- a) Visual inspection requirements i.e., storm event and daily site BMP inspections. QSP shall submit the inspection reports through SMARTS once every 3 rain events. The QSP's reporting through SMARTS shall not be subject to LRP certification.
- b) Monitoring Requirements for Non-Visible Pollutants.
- c) Visual Observation Exemptions.
- d) Particle Size Analysis for Project Risk Justification.

801-7 TYPE 2 LUP.

801-7.1 Sediment and Erosion Control. The Contractor shall follow the requirements listed for Risk Level 2 and these specifications. See 801-4.2, "Sediment and Erosion Control."

801-7.2 BMP Inspection, Maintenance and Repair. The Contractor shall follow the requirements listed for Risk Level 1 SWPPP. The Contractor shall ensure adequate laboratory controls and appropriate quality assurance procedures as specified in the CGP. Proper operation and maintenance may require the operation of backup or auxiliary facilities or similar systems installed by a Contractor when necessary to achieve compliance with the conditions of the CGP.

801-7.3 Monitoring and Reporting Requirements. The Contractor shall follow the following requirements from Section M.4:

- a) Inspection Requirements.
- b) Effluent Monitoring and Sampling.
- c) Monitoring Requirements for Non-Visible.
- d) Monitoring Methods.
- e) Analytical Methods.
- f) NAL Exceedance Report.

801-8 TYPE 3 LUP.

801-8.1 Construction BMP Requirements. See LUP type 2.

801-8.2 BMP Inspection, Maintenance, and Repair. The Contractor shall follow the requirements listed for Risk Level 1 SWPPP.

801-8.3 Monitoring and Reporting Requirements. The Contractor shall follow the requirements listed for LUP Type 1 and LUP Type 2 and the following:

- a) Storm Water Effluent Monitoring Requirements.
- b) Receiving Water Monitoring Requirements.
- c) RW Sampling Locations.
- d) Analytical Methods.
- e) NEL Violation Report - The Contractor shall electronically submit all storm event sampling results to the State Water Board no later than 2 days after the conclusion of the storm event to be certified by the LRP. In the event that the Contractor has violated an applicable NEL, NEL Violation Report shall be sent to the State Water Board via SMARTS within 24 hours after the NEL exceedance.

801-8.4 Payment. The payment for compliance with the requirements of CGP and these specifications shall be included in the various Bid items unless specific Bid items are provided in the Bid. Payment for the applicable permit will be made under the Allowance item provided in the Bid. Payment for the required trainings and certifications shall be included in the various Bid items.

The Contractor shall submit a Schedule of Values in accordance with 9-2.2.1, “Schedule of Values (SOV).” The SOV shall itemize the Work further as applicable to show more details as follows:

- a) Development and Amendment of PRDs
- b) Good Site Management “Housekeeping” BMPs
- c) Non-Storm Water Management
- d) Erosion Control
- e) Sediment Control
- f) Run-on and Runoff Management
- g) BMP Inspection, Maintenance, and Repair
- h) Development and Implementation of Construction Site Monitoring Program (CSMP)
- i) Annual Report
- j) Notice of Termination
- k) Development and Implementation of Sampling and Analysis Portion of CSMP
- l) Development and Implementation of Monitoring and Reporting Program (For LUP SWPPS)
- m) Street Sweeping
- n) Development and Implementation of Rain Event Action Plan (for Risk Level SWPPPs)
- o) Development and Implementation of Active Treatment System (Risk 3 Only)

For private projects, disregard references to measurement and payment and refer to the permit conditions for additional requirements.

801-9 Water Pollution Control Plan (WPCP). A WPCP shall be prepared for construction activity that results in land surface disturbances of less than one acre according to the guidelines of the City Storm Water Standards Manual or projects over one acre determined to be exempt from CGP.

The WPCP shall include erosion and Sediment Control BMPs, Good Housekeeping Measures, and site management.

The WPCP shall identify all construction BMP requirements listed in City Storm Water Standards Manual, Section IV, including routine monitoring and maintenance of the BMPs. The WPCP shall show the BMPs to be implemented during construction to reduce or eliminate discharges of pollutants to the storm drain conveyance system.

The WPCP shall be submitted to the Engineer at the pre-construction meeting. The WPCP shall be kept at the Site and made available to the Engineer at all times.

801-9.1 Site Management. The Contractor shall implement and update the WPCP when necessary, monitor the Site, and maintain BMPs in effective working condition.

The Contractor shall do the following:

- a) Designate a Qualified Contact Person (QCP) who shall be responsible for the development, implementation, maintenance, and improvement of the BMPs and WPCP. The QCP shall be trained and competent in the use of BMPs.
 - i. The QCP shall be on-site daily to evaluate the conditions of the Site with respect to storm water pollution prevention.
 - ii. The QCP shall be responsible for monitoring the weather and implementation of any emergency plans that shall be activated when there is a 40% or greater chance of rain. The weather shall be monitored with the National Weather on a 5-day forecast plan.

- iii. The QCP shall be responsible for overseeing any site grading and construction operations, and for evaluating the effectiveness of the BMPs. The QCP shall ensure the modification of the BMPs as necessary to keep the Site in compliance and to ensure adequate routine maintenance of the BMPs.
- b) Educate all Subcontractors and employees about storm water pollution prevention measures required during construction activities to prevent the impact of construction discharges to the storm water conveyance system. Education requirements shall be in accordance with §F.2.J of the San Diego Regional Water Quality Control Board (SDRWQCB) Order No. 2001-1, dated February 21, 2001. The Contractor shall ensure that all personnel are trained in basic storm water construction management. A log of the trained staff and the educational materials shall be kept in the WPCP file and available to the Engineer at all times.
- c) Protect new and existing storm water conveyance systems from sedimentation, concrete rinse, or other construction related debris and discharges with the appropriate BMPs that are acceptable to the Engineer and as indicated in the WPCP.
- d) Indicate in the WPCP the locations of BMPs i.e., concrete wash out, vehicle maintenance, staging and storage area protection, etc. to be implemented. The Contractor shall ensure that these areas will be utilized properly and maintained regularly.
- e) Ensure that all waste and debris generated during the period of construction is contained within the storage and staging area or properly disposed. No sediment, oil, or contaminated run-off shall be allowed out of the storage and staging area. Perimeter and run-off control measures shall be installed around the storage and staging area. The entrance to the construction storage and staging area shall have stabilized entrances and roadways, metal pans to loosen dirt from tires, or the like, to reduce tracking and create a sediment barrier between the storage and staging area and the roadway.
- f) Inspect and document monthly or as directed by the Engineer the condition of all BMPs during the dry season, May 1 through September 30. Inspect and document weekly or as directed by the Engineer, the condition of all BMPs during the rainy season October 1 through April 30. The Contractor shall include documentation in the WPCP that BMPs were inspected at the intervals required and shall update and maintain this documentation for the duration of the Project.
- g) Conduct visual inspections daily and maintain all BMPs as needed. Visual Inspections and maintenance of all BMPs shall be conducted before, during and after every rain event and every 24 hours during any prolonged rain event. The Contractor shall maintain and repair all BMPs as soon as possible as safety allows.
- h) Return the land areas disturbed during construction to the pre-construction or equivalent protection, at the end of each workday to eliminate or minimize erosion and the possibility for discharge of sediment or other pollutants during a rain event.

If a non-storm water discharge leaves the Site, the Contractor shall immediately stop the activity and repair the damages. The Contractor shall immediately notify the Engineer of the discharge. As soon as practical, any and all waste material, sediment and debris from each non storm water discharge shall be removed from the storm drain conveyance system and properly disposed of by the Contractor at no cost to the City.

801-9.2 Performance Standards. The Contractor shall be responsible for implementing water pollution control measures based on performance standards. Performance standards shall include:

- a) Non-storm water discharges from the Site shall not occur to the MEP. Storm water discharges shall be free of pollutants including sediment to the MEP.
- b) Erosion shall be controlled by acceptable BMPs to the MEP. If rills and gullies appear they shall be repaired and additional BMPs installed to prevent a reoccurrence of erosion.
- c) An Inactive Area shall be protected to prevent pollutant discharges. A Site or portions of a Site shall be considered inactive when construction activities have ceased for a period of 7 or more consecutive days.

BMPs shall be implemented and maintained at all times during construction. The Contractor is responsible for clean-up of debris, concrete waste, sweeping, and dust control. Construction debris and waste shall be contained and disposed of properly. Access locations shall be kept clean and swept daily or more often as needed to assure no sediment leaves the construction site. The surrounding public streets shall be kept clean and swept daily and as needed to keep sediment out of the storm drain conveyance system.

The Contractor shall implement BMPs in accordance with the California Storm Water Quality Association (CASQA) handbooks (www.cabmphandbooks.org) and in accordance with the California CGP for Construction Activities (www.swrcb.ca.gov). It is the Contractor's responsibility on both active and Inactive Areas to implement BMPs for all potential pollutant discharges.

801-9.3 BMP Requirements

- a) Standby BMP materials necessary to protect the Site against erosion, to prevent sediment discharge, and to prevent non storm water discharges shall be stored on Site and readily accessible.
- b) The Contractor shall have an approved WTAP and have the ability to install standby BMPs to protect the Site to the MEP within 24 hours of prediction of a storm event defined as a forecasted, 40% or greater chance of rain. When required by the Engineer, the Contractor shall provide proof of this capability that is acceptable to the Engineer.

801-9.4 Payment. The payment for Water Pollution Control Plan and WTAP development and implementation shall be included in the various Bid items unless specific Bid items have been provided in the Bid.

The Contractor shall submit a Schedule of Values in accordance with 9-2.2.1, "Schedule of Values (SOV)." The SOV shall itemize the Work further to show more details as follows:

- a) Development and Amendment of WPCP
- b) Good Site Management "Housekeeping" BMPs
- c) Non-Storm Water Management
- d) Erosion Control
- e) Sediment Control
- f) BMP Inspection, Maintenance, and Repair
- g) Weather Triggered Action Plan
- h) Street Sweeping
- i) Post Construction Requirements-Storm Drain Inlet Markers

SECTION 802 – CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

To the City Supplement DELETE in its entirety and SUBSTITUTE the following:

SECTION 802 – CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

802-1 General. This section specifies construction and demolition waste reduction in compliance with Municipal Code §§66.0601–66.0610 (the City’s Construction and Demolition Debris Diversion Deposit Program) and the City of San Diego’s California Environmental Quality Act (CEQA) Significance Determination Thresholds. Pursuant to the City’s Thresholds projects that result in the generation of less than 60 tons during the construction phase and 60 tons in the ongoing project use phase shall be considered to have no significant impacts. Adherence to the following specifications is intended to ensure compliance with both the City’s Municipal Code and CEQA.

Additional information about the C&D Debris Diversion Deposit Program can be found online at: <http://www.sandiego.gov/environmental-services/recycling/cdrecycling.shtml>

During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, etc.) and 50% of the remaining project waste. The Contractor shall provide appropriate documentation, including a Waste Management Form (attached as an appendix to SSP) and evidence of recycling and reuse of materials to meet the waste reduction goals specified in these specifications.

The Contractor shall comply with the City’s Environmentally Preferred Purchasing Program (EP³), which can be found online at:

<http://www.sandiego.gov/environmental-services/recycling/cdrecycling.shtml>.

802-1.1 Submittals. The Contractor shall submit the following in accordance with 2-5.3, “Submittals”:

- a) Waste Management Form showing a weight based “good faith” estimate of each type of construction waste that would be generated and specifying how construction waste will be recycled. If space is limited or non-existing on-site for source separation, the Engineer will evaluate the diversion goals after a review of the Waste Management Form. The Contractor shall be responsible for implementation of the measures specified on the Waste Management Form Part 1 and meeting the waste reduction goals.
- b) Documentation from the recycling services that are not listed in the City Construction, Demolition, and Yard Waste Recycling Guide (available from City website) as follows:
 - i. Identifying where the construction and demolition material is taken.
 - ii. The method or process used to recycle the waste material.
 - iii. Identification of applicable state and local permits held by the recycling service provider and recycling facility.
 - iv. The City provided Waste Management Form at 50% progress payment and at completion of the Work.
- c) Waste Management Form. The Contractor shall submit the Waste Management Form Part 2 with each progress payment.

802-1.2 Waste Reduction Program.

802-1.2.1 Waste Diversion Strategy. The Contractor shall use one or a combination of the

following waste management methods. Source separation of construction and demolition materials is required unless the Contractor can demonstrate that separation is not practical due to site size constraints, safety considerations, or both.

- a) Source separation. For construction and demolition projects, segregated temporary bins shall be provided for each type of material used on site, including packaging such as paper, cardboard, and metal. The bins shall be serviced on a weekly or as-needed basis, and the contents taken to an appropriate local processor.
The contractor shall identify and contact processors in the area that accept each type of building material before construction begins. If not re-used on site, salvaged materials shall be taken to the appropriate and proximal facility for recycling. Generating income through the sale of salvaged materials is permitted of the Contractor. Hand demolition shall be considered and chosen over mechanical demolition when it is considered to be cost-effective.
- b) Commingled or off-site separation. If source separation is not possible due to site or safety constraints, materials may be comingled for off-site separation.
- c) Time based separation. For phased construction projects, source separation of excess construction materials shall be required.
- d) Backhaul of inert materials and packaging to original source locations shall be done when trips can be minimized and materials diverted from disposal in this manner.
- e) On-site sales auctions and removal. Architectural items shall be removed and salvaged when practical. Windows, doors, mirrors, structural metal, or other specialty items will be donated or auctioned on-site or at a local urban center.

If not reused on site, excess cut and fill dirt shall be donated to another project or advertised as available via print ad, online, or any other suitable means.

802-1.2.2 Waste Management Hierarchy. Waste material management hierarchy shall be as follows:

- a) reuse on-site,
- b) recycle on-site,
- c) reuse off-site, and
- d) recycle off-site.

802-1.2.3 Alternative Approach. The Contractor may use any other innovative approaches as approved by the Engineer to meet and exceed the minimum diversion goals in accordance with the Municipal Codes §§66.0601–66.0610 and the City’s thresholds of significance for solid waste.

802-1.3 Disposal Site, Recyclers, and Waste Materials Processors. The Contractor shall use only facilities properly permitted by the State, County of San Diego, or local authorities where applicable. The Contractor shall notify the Miramar Landfill at least 24 hours in advance of bringing in 10 or more tons of waste in any one day, or 60 tons or more in any one month.

802-1.4 Construction and Demolition Waste Management Presentation. As part of the pre-construction meeting, the Contractor shall review and present the Waste Management Form. The Contractor shall discuss and coordinate procedures, schedules and specific requirements for waste materials recycling and disposal. The Contractor shall identify potential compliance problems and matters requiring further resolution. Construction and demolition waste management shall be agenda item at all future construction meetings. The Contractor shall make the agreed upon revisions to the proposed Waste Management Form subsequent to the meeting and submit the revised plan to Engineer for acceptance.

802-1.5 Special Project Conditions. For certain types of projects, the Contractor shall implement the following special procedures:

- a) Sediment and debris removal. When removal of sediments and debris from channels and storm drains are required, the Contractor shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 50% of materials are diverted.

These uses include:

- i. Recycling
 - ii. Composting
 - iii. Use as a fill material
 - iv. Alternative daily cover
 - v. Land application
 - vi. Cement, brick, block, or asphalt constituent
 - vii. Road bed
 - viii. Beach replenishment
 - ix. Other non-disposal use
- b) Old landfill and contamination site cleanup. Projects involving landfill and contamination site cleanups shall be exempt from diversion requirements unless specified otherwise in the Special Provisions.

802-1.6 Implementation. The Contractor shall do the following:

- a) Designate an on-site party responsible for instructing workers and implementing the Waste Management Form.
- b) Distribute copies of Waste Management Form to Site supervisor and each Subcontractor.
- c) Include waste management and recycling in worker orientation.
- d) Provide on-site instruction on appropriate separation, handling, recycling, and recovery methods to be used by all parties at the appropriate stages of the Work at the Site.
- e) Include discussion of waste management and recycling in regular job meetings and job safety meetings conducted during the course of Work at the Site.
- f) Remove and relocate reusable materials to be reinstalled or retained in a manner to prevent damage or contamination.
- g) Conduct construction and demolition in such a manner to minimize damage to trees, plants and natural landscape environment.
- h) Arrange for adequate collection, transportation, and delivery of the recovered materials to the approved recycling center or processing facility.
- i) Maintain records accessible to the Engineer for verification of the diversion of the recovered waste materials.

802-1.7 Storage and Handling. The Contractor shall do the following:

- a) Provide separate containers for different types of materials (if Site conditions warrant).
- b) Label each container with signs, instructions, and a list of all acceptable materials. The information shall be in English and Spanish with recycling signs and stickers and graphic symbols commonly used by the construction industry, including National Fire Protection Association labels, and recycling signs and stickers.

- c) Remove all materials for recycling and recovery from the work locations to approved containers. Failure to remove waste or recovered materials may be considered cause for withholding payment.
- d) Place containers for recyclable and recoverable materials at designated location on the Site. If materials are sorted on Site, the Contractor shall provide a sorting area and necessary storage containers.
- e) Change loaded containers for empty containers, as demand requires.
- f) Provide adequate security from pilferage if recovered materials are stored on-site for Project duration.
- g) Deposit indicated recyclable and recoverable materials in storage areas or containers in a clean (no mud, adhesive, solvents, petroleum contamination), debris-free condition. The Contractor shall not deposit contaminated materials into the containers unless the materials have been cleaned.
- h) Ensure all recovered materials are safe for handling and storage.
- i) Prevent any chemical contamination of recyclable material. If recyclable material becomes contaminated, the Contractor shall report the incident to the Engineer. The Contractor shall not deposit the material into the recycling containers. Contaminated materials shall be handled in accordance with Section 803 “Encountering or Releasing Hazardous Substances” and Section 804 “Encountering Contaminated Soil.”

802-1.8 Payment. Payment for construction and demolition waste management shall be included in the following Bid items:

- a) Preparation of Waste Management Form (LS)
- b) Site Storage and Handling of construction and demolition Waste (Ton)
- c) Disposal of construction and demolition Waste (Ton)

The payment shall be included in various Bid items if no Bid item(s) have been provided for construction and demolition waste management. Final payment will be withheld until such time as the Contractor adequately demonstrates the final disposition; either diverted or disposed, of materials generated by the Project. Final status report is required before the Final payment.

SECTION 808 – RESOURCE DISCOVERIES

808-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared an Environmental Exemption for Brown Field Airport (SDM) Perimeter Fencing – Phase II, as referenced in Appendix “A”.

808-1.2 Archeological and Native American Monitoring Program. DELETE in its entirety.

808-1.3 Paleontological Monitoring Program. DELETE in its entirety.

SECTION 809 - ASBESTOS MATERIALS

To the City Supplement, DELETE in its entirety and ADD the following:

SECTION 809 - ASBESTOS MATERIALS

809-1 GENERAL. If the Contractor identifies asbestos containing materials (ACM) at the Work Site, the Contractor shall immediately stop Work in the affected area and notify the Engineer unless the Contract Documents show the presence of such materials.

809-1.1 Non-Friable Asbestos Cement Pipe (ACP). The Contractor shall take adequate care to maintain the materials in a non-friable condition. The Contractor shall be responsible for ACM removal and associated contamination clean-up resulting from improper handling that makes material friable.

Removal of ACP shall be in whole sections where possible. The Contractor shall comply with the following requirements for ACP that is to be cut or broken:

- a) Evacuate the area of unauthorized personnel, post warning signs, and provide adequate barriers to keep unauthorized personnel out of the area.
- b) Provide the workers performing the cutting or breaking of asbestos material with personal protective equipment i.e., a respirator and disposable clothing in compliance with respiratory protection requirements of EPA or Title 8, §5414 (whichever is the more stringent) as applicable to the Work.
- c) Cutting or breaking of asbestos material to facilitate removal shall be in compliance with California Regulations, Title 8, §1529. The Contractor shall only perform cutting of ACP using a hydraulic snap cutting method. All powered and hand operated saws shall not be allowed.
- d) If a collar needs to be broken to remove the whole ACP sections, a wet cloth shall be placed on the collar and water shall be used throughout the process to wet the collar. Minimal force shall be used to break it into as few large of pieces as possible. Area to be cut or broken shall be adequately wetted with amended water to reduce fiber emission. Method employed by the Contractor shall be determined to minimize fiber release. Related debris from the cutting or breaking of asbestos material shall be considered friable.
- e) ACP shall be wrapped in 6 mil polyethylene sheeting or bags, sealed with appropriate tape, and properly labeled and removed away from the construction area so it will not be damaged by the heavy equipment.
- f) The Contractor shall transport the wrapped and sealed ACP to a designated secure disposal bin on the Site no later than the end of each Working Day. Bin shall be lockable or it shall be located within a secure construction area.
- g) The Contractor shall comply with City of San Diego Miramar Landfill Acceptance Criteria for the Disposal of Non-Friable Asbestos Waste requirements. A copy of the requirements is available by calling (858) 573-1415 or on-line at: <http://www.sandiego.gov>
- h) The Contractor shall be responsible for providing its own certification of non-friability.
- i) The Contractor shall provide notice to the Engineer a minimum of 5 Working Days prior to transportation of the ACP disposal bins or friable asbestos waste. Copies of all manifests shall be submitted to the Engineer for review 48 hours in advance of transport.
- j) Only the City's Asbestos and Lead Program representative shall sign the manifests as the generator.
- k) Friable asbestos wastes are regulated as hazardous waste (California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, §66261.24) and shall be transported by a licensed hazardous waste hauler and disposed of an appropriate landfill.

809-1.1.1 Asbestos Cement Pipe Training The Contractor shall comply with the provisions of California Title 8, §5208 and §1529, and Title 40 CFR Part 61. The Contractor's workers handling ACP shall be trained in accordance with Title 8 CCR §1529, regarding the dangers inherent in handling asbestos materials and breathing asbestos dust, proper work procedures, and personal and area protective measures. Topics covered in a state accredited course for ACP shall include the following:

- a) Methods of recognizing asbestos.
- b) Health effects associated with asbestos.
- c) Relationship between smoking and asbestos in producing lung cancer.
- d) Nature of operations that could result in exposure to asbestos.
- e) Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - i. Purpose, proper use, fitting, instructions and limitations of respirators as required by 29 CFR 1910.134.
 - ii. Appropriate work practices for the ACP work. Work practices shall include hands-on training.

809-1.1.2 Asbestos Cement Pipe Submittals. The Contractor shall submit the following information to the Engineer in accordance with 2-5.3, "Submittals:"

Prior to Start of the Work:

- a) A work plan showing the means and methods of performing the Work, disposal bin location and how it will be secured, information about the disposal transporter and disposal location, and how the Contractor will handle friable asbestos waste if any is generated.
- b) Copies of notifications made to regulatory agencies, if required.
- c) Evidence that workers handling ACP have been trained, certified, and accredited as required by law.
- d) If respirators are going to be used for the non-friable work, submit doctor's report from medical examination conducted within the last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Site. The Contractor shall submit, at a minimum, the following for each worker:
 - i. Name and Social Security Number.
 - ii. Physician's written Opinion from examining physician including the following:
 - A. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - B. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - C. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

The Contractor shall not start Work until the submittals are returned with the City's Asbestos and Lead Management Program's written approval.

After the Start of the Work:

- a) Copies of all waste shipment records.
- b) Copies of all air monitoring results taken during the removal in compliance with OSHA. Air sample results shall be submitted to the Engineer within 24 hours.

809-1.2 Friable Asbestos. Any friable asbestos (material that can be crumbled, pulverized, or reduced to powder in hand) or soil that is contaminated with friable asbestos are regulated as hazardous waste (California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, §66261.24). The City reserves the right to select another qualified contractor to perform the Work related to friable asbestos materials.

809-1.3 Payment. Payment for the handling and disposal of asbestos-containing materials shall be in accordance with 3-2.4, “Agreed Prices” unless a Bid item has been provided for Handling and Disposal of Non-friable Asbestos Material.

END OF SUPPLEMENTARY SPECIAL PROVISIONS

TECHNICALS

PART 2 - FAA GENERAL PROVISIONS

THE FAA GENERAL PROVISIONS SHALL SUPPLEMENT AND PREVAIL OVER THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public street or highway.

10-03 ADVERTISEMENT. A public announcement as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water, which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. See Part 1 – SPECIAL PROVISIONS – GENERAL, Subpart 1-2 DEFINITIONS.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. See Part 1 – SPECIAL PROVISIONS – GENERAL, Subpart 1-2 DEFINITIONS.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words “directed” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words “approved”, “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner. See Part 1 – SPECIAL PROVISIONS – GENERAL, Subpart 1-2 DEFINITIONS.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 PLANS. The official drawings (including drawings depicted in Appendix “A”) or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil, which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds, which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 PREQUALIFICATION OF BIDDERS. All bidders who intend to bid as a Prime on this project must be pre-qualified by the City of San Diego. For further information, please contact Michele Haines at (619) 533-3125. See NOTICE INVITING BIDS.

20-02 CONTENTS OF PROPOSAL FORMS. Refer to bidding documents, Volume 2. The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-03 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work on previous contracts with the owner.

20-04 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The owner does not expressly, or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-05 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

20-06 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. See INSTRUCTIONS TO BIDDERS, Part E. PROPOSAL FORMS.

20-07 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the owner.

The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-08 BID GUARANTEE. See INSTRUCTIONS TO BIDDERS, Part F. BIDDERS' GUARANTEE OF GOOD FAITH.

20-09 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the title of the work and name of the bidder and the appropriate State Contractors License designation which he holds. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-10 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal prior to, but not after, the time fixed for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. See INSTRUCTIONS TO BIDDERS, Part E. PROPOSAL FORMS.

20-11 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-12 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the owner's best interests.

30-02 AWARD OF CONTRACT. Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the sponsor's recommendation to make such award and has approved the sponsor's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

30-03 CANCELLATION OF AWARD. The owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the owner a surety bond or bonds which have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section. See INSTRUCTIONS TO BIDDERS, Part J THE CONTRACT.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. See INSTRUCTIONS TO BIDDERS, Part J THE CONTRACT.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations, which do not exceed the 25 percent limitation, shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations, which are for work within the general scope of the contract, shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor Wage Determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c.; he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions, which may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance, which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The owner will keep the FAA advised of the Engineer's determinations as to acceptance of work that is not in reasonably close conformity to the contract, plans, and specifications. Change orders or supplemental agreements must bear the written approval of the FAA.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor must establish all layouts required for the construction of the work. It is expected that horizontal and vertical control will not be needed on this project, but if found necessary, the Engineer shall establish horizontal and vertical control only and the Contractor shall be responsible for all necessary construction layout and stakes. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the owner may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 COST REDUCTION INCENTIVE. Refer to Part 1, Special Provisions, Paragraph 3-1.3.

END OF SECTION 50

SECTION 60

CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an or “equal” material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-06 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the owner, such authorized work (by others) is indicated as follows:

Utility: San Diego Gas & Electric (SDG&E)
Location: See Plan Sheet No.: GR-1 (SHEET 7)
Person to Contact: TIFFANY KIRK
CUSTOMER PROJECT PLANNER
8315 CENTURY PARK COURT, SUITE 22A
SAN DIEGO, CA 92123-1548
TELEPHONE (858) 636-3961

Utility: MCI Telecommunications
Location: See Plan Sheet No.: GR-1 (SHEET 7)
Person to Contact: DAN GARDEN
157 SOUTH LILAC AVE.
RIALTO, CA 92376
TELEPHONE (909) 421-3316
CELL (951) 536-1200

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the owner for some portion of the contract costs. Such reimbursement is made from time to time upon the owner's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with the owner, the owner has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work, per paragraph G-100-7.1 of the Technical Provisions. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work, which requires such erection and shall maintain barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps, as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Utility: San Diego Gas & Electric (SDG&E)
Location: See Plan Sheet No.: GR-1 (SHEET 7)
Person to Contact: TIFFANY KIRK
CUSTOMER PROJECT PLANNER
8315 CENTURY PARK COURT, SUITE 22A
SAN DIEGO, CA 92123-1548
TELEPHONE (858) 636-3961
Owner's Emergency Contact (Phone): 1-800-611-SDGE (7343)

Utility: MCI Telecommunications
Location: See Plan Sheet No.: GR-1 (SHEET 7)
Person to Contact: DAN GARDEN
157 SOUTH LILAC AVE.
RIALTO, CA 92376
TELEPHONE (909) 421-3316
CELL (951) 536-1200

It is understood and agreed that the owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor or his/her surety.

70-15 FURNISHING RIGHTS-OF-WAY. The owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-19 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in his subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

80-01 **SUBLETTING OF CONTRACT.** The owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the owner, and shall be consummated only on the written approval of the owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

80-02 **NOTICE TO PROCEED.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 **PROSECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 **LIMITATION OF OPERATIONS.** The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment, which is proposed to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the owner for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.
- (5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.
 - a. The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.
 - b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days elapsing between the effective dates of the owner's orders to suspend and resume all work, due to causes not the fault of the Contractor shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.
 - c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the owner's intentions to terminate the contract. If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials, which are measured or proportioned by weights, shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3-kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (3) Quantities of materials, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at the owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the pre-construction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

- a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document, which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 5 calendar days before the pre-construction meeting.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel. The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- (1) Professional Engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-Training with 2 years of airport paving experience acceptable to the Engineer.

- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

- b. **Quality Control Technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- c. **Staffing Levels.** The Contractor shall provide sufficient qualified control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.
- b. During field operations, quality control results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily report shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
 - (1) Technical specification item number and description;
 - (2) Compliance with approved submittals;
 - (3) Proper storage of materials and equipment;
 - (4) Proper operation of all equipment;
 - (5) Adherence to plans and technical specifications;
 - (6) Review of quality control tests; and
 - (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the workday following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information.

- (8) Technical specification item number and description;
- (9) Test designation;
- (10) Location;
- (11) Date of test;
- (12) Control requirements;
- (13) Test results;
- (14) Causes for rejection;
- (15) Recommended remedial actions; and
- (16) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractors or subcontractor's work.

100-11 NONCOMPLIANCE.

- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In Cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
 - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
 - (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

PROVISIONS – TECHNICALS

ITEM G-100 GENERAL PROJECT REQUIREMENTS

100-1.1 DESCRIPTION OF WORK. The contractor shall include the furnishing of all supervision, labor, materials, tools, equipment and incidentals necessary to construct the new fence, gates and associated improvements at Brown Field Airport and other appurtenant work and incidental work, all as indicated on the project Plans and Specifications, and in the Federal Aviation Administration requirements and specifications as noted herein and other provisions as specified herein.

Specific work tasks in this project include, but are not limited to:

- a. Installation and maintenance of construction area barricades and fencing.
- b. Demolition, removal and/or relocation of miscellaneous items including fences, posts with concrete foundation, barbed wire and vegetation.
- c. Installation of chain link fence, barbed wire and manual swing vehicular gates.
- d. Other appurtenant work and incidental work, all as indicated on the project plans, and specified herein, and the Federal Aviation Administration requirements and specifications as noted herein and other provisions as specified herein.

100-3.1 SUSPENSION OF WORK. This section shall conform to Section 6-3 as written in the Standard Specifications for Public Works Construction (2003), except the following subsections shall be added:

100-3.1.1 Suspension. The Engineer shall have the authority to suspend the work wholly or in part, for each period as may be deemed necessary, due to unsuitable weather (as defined), or to such other conditions as are considered unfavorable for the prosecution of the work, or for such time as may be deemed necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer. If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the prosecution of the work, the days on which the suspension is in effect shall not be considered working days and the Contractor shall be entitled to a non-compensatory time extension.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days.

In the event of a suspension of work under any conditions, such suspension of work shall not relieve the Contractor of its responsibilities.

100-3.1.2 Interruptions and Stoppages of the work due to Aircraft Operations and Hazardous Conditions.

A. Work Stoppages:

1. Construction may be stopped by the Engineer, any time he considers that the intent of the regulations regarding Safety or Security Requirements is being violated or that a hazardous condition exists. This decision to suspend the operation will be final and will only be rescinded by the Engineer when satisfied that the Contractor has taken action to correct the condition and prevent recurrence.

2. Frequent inspections will be made by the Engineer or its authorized representative during the critical phases of the work to insure that the Contractor is following the recommended safety procedures. The Inspector shall report any violations or potential safety hazards to the Engineer who will in turn advise the Contractor of the concern for immediate correction by the Contractor.
3. Construction may also be stopped or suspended by Airport Management during periods of unsuitable weather, such as low visibility, or when it is necessary to provide an extra margin of safety to aircraft operations, or reduce other activities to keep the Airport operational. Unsuitable weather is defined as atmospheric or environmental conditions which restrict construction activities and/or affect operation of aircraft while approaching a runway to land; during landing; taxiing between runways, ramps, aprons, hangars, or loading zones; standing by to take off as determined by the Airport Management or the Engineer or his authorized representative. In addition, if a cloud condition is below 1000 feet above ground level and or the prevailing visibility is below three miles, as reported by the Airport Traffic Control Tower at Brown Field Airport or if environmental conditions which may, in the opinion of the Engineer, affect the final outcome, position, or condition of the construction work, maintenance work, or improvement of any sort of nature.

100-5.1 MOTOR VEHICLES

A. Operation

1. Motor vehicle operations within and on the Airport premises shall be governed generally by the provisions of the California State Motor Vehicle Codes and Traffic Direction procedures and signals for turns. Lights and safe-driving precaution shall be in conformity therewith. In addition, motor vehicles shall conform to all special regulations prescribed by the Airport regulations or procedures.
2. Traffic on perimeter roads, public thoroughfares and parking areas of the Airport is limited to those vehicles properly licensed to operate on public streets and highways.
3. All vehicular equipment in the AOA, access road, aircraft parking or storage areas shall at all times comply with any lawful signal or direction of the Engineer, or Brown Field Airport employees. All traffic signs, lights and signals shall be obeyed unless otherwise directed by the Engineer.
4. Every person operating motorized equipment, of any character on any area shall operate the same in a careful and prudent manner and at a rate of speed posted or fixed by this section. At no time shall vehicles be operated at speeds greater than is reasonable and proper under the conditions existing at the point of operation, taking into account traffic and road conditions, view, and obstructions. Operation of vehicles shall be consistent with all conditions so as not to endanger the life, limb or property or the rights of others entitled to the use thereof.
5. All Contractor vehicles shall be equipped with operable yellow flashing beacons. Beacons must be lighted during all periods of vehicle operation.

6. Any person operating equipment in the air Operations Area shall, in addition to this section, abide by all existing Federal Aviation Administration and other governmental rules and regulations.
7. No person shall operate any motor vehicle or motorized equipment on the aircraft movement or non-movement areas of the Airport at a speed in excess of twenty (20) miles per hour, or the posted speed limit, whichever is lower, less where conditions warrant, unless specified otherwise elsewhere. Designated motor vehicle drive lanes shall be utilized where provided unless specific authorization to the contrary is given by the Engineer.
8. No person operating a motor vehicle or motorized equipment in the AOA shall in any way hinder, stop, slow, or otherwise interfere with the operation of any aircraft on the Airport.
9. All aircraft and emergency vehicles have priority over Contractor vehicles. Contractor vehicles shall yield right-of-way to aircraft and emergency vehicles. Contractor shall ensure that under no circumstances will any contractor or subcontractor or other vehicle associated with the job pass beneath any part of an aircraft, or block the access to any parking area or delay any aircraft movement.

B. Parking

1. No parking is permitted on any Airport roadway, as the primary purpose of the Airport roadways is for motor vehicle traffic.
2. No person shall park any motor vehicle, other equipment, or materials in the AOA of the Airport, except in a neat and orderly manner and at such points as prescribed by the contract documents.
3. Parking of construction workers' private vehicles shall also be in a public or private parking facility outside the AOA.

C. Vehicle Identification

1. All vehicular equipment operating within the Airport must display signs of commercial design on both sides of the vehicle, which identify the vehicle as belonging to the Contractor's firm.
2. All Contractor vehicles must be equipped with 3 foot by 3-foot flags having a checkered pattern of International Orange and White squares at least 1 foot on each side. For fabric color specifications, see FAA AC 150/5210-5B. Attach flag on top of vehicles with rigid pole so that the flag will be visible at all times. Vehicles without flags will not be permitted to enter the Airport.

D. Load Limits

1. When using Airport roadways, the Contractor shall restrict the gross combination weight to 12,500 pounds, single axle maximum weight of 10,000 pounds, and a tandem axle weight maximum of 20,000 pounds. The vehicle weights are subject to verification by the Engineer.

E. Operators of Vehicles

1. All drivers operating vehicles on Airport property must carry a valid United States Driver's License on his/her person, appropriately endorsed for the type of equipment being operated.

100-6.1.1 PERIMETER FENCE SECURITY. Contractor is required to ensure that the security of the Airport is not compromised at anytime.

- a. Contractor shall ensure that no gates are left open without approval of the Engineer. Adequate precautions shall be taken to prevent entrance of unauthorized persons to Airport-restricted areas or inadvertent entry of dogs or large animals into the AOA.
- b. Contractor shall maintain Airport security perimeter at all times by employing a temporary 6-foot high at the end of each workday for any open areas. If it is physically impossible to install the temporary fence, then the open area shall be lighted and protected by an armed security guard with a radio.

100-8.1 DUST AND DEBRIS CONTROL

- a. Debris. When Airport roadways and public highways are used in connection with construction under this contract, the Contractor shall remove all debris cluttering the surfaces of such roadways, which is due to the operations of the contractor, his subcontractors and suppliers. Trucks and equipment shall have all accumulated dirt, mud, rocks and debris removed before accessing the AOA, and when leaving the work area. Loads shall be struck flush and secured to prohibit loss of material. If spillage occurs, such roadways shall be swept clean immediately after such spillage to allow for safe operation of vehicles as determined by the Engineer. If the Contractor is negligent in cleanup and the City of San Diego forces are required to perform the work, the expense of said cleanup shall be paid by the Contractor.
- b. Foreign Object Debris (FOD). Loose material or waste capable of causing damage to aircraft or capable of being ingested into jet engines may not be left in the working area, on or next to runways, taxiways, ramps, or aprons. The Contractor shall direct special attention to all areas, which are operational to aircraft during construction. These shall be kept clean and clear of all materials or debris at all time. Any food waste shall be promptly cleared to prevent attracting birds and animals.
- c. Existing Airport Pavements and Facilities. The Contractor shall preserve and/or protect existing and new pavements and other facilities from damage due to construction operations. Existing pavements, facilities, utilities, or equipment, which are damaged, shall be replaced or reconstructed to original strength and appearance at the Contractor's expense. The Contractor shall take immediate action to replace any damaged facilities and equipment and reconstruct any damaged area, which is to remain in service.

- d. Dust Control. Dust resulting from salvage, demolition removal, or other construction activity work shall be controlled to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding, pollution or pumping subgrade.
 - i. Best Management Practices. The Contractor must conduct his operations in accordance with the Best Management Practices (BMP's) per the City of San Diego's Water Pollution Control Plan as stated in the Special Provisions Section 7-8.

100-9.1 STORAGE AREAS

- a. The Contractor Staging Area, shall not interfere with operational areas.
- b. When not in use during working hours, and at all other times, all material and equipment shall be stored at the Contractor's approved Staging Area.
- c. Contractor shall not store materials or equipment in areas in which the equipment or materials will affect the operation of FAA electronic equipment.
- d. All equipment storage and movement shall have prior approval of the Engineer.
- e. No materials may be stored on the Aircraft Operating Area (AOA).
- f. Contractor's vehicles, equipment and materials shall be parked in the Contractor's staging area with the restrictions listed thereon.
- g. The storage area shall be used to store all bulk materials needed for the project and may or may not be fenced at the Contractor's option. However, barricades with red flashing lights shall be installed where potential conflicts with aircraft or ground vehicular traffic exists. Stockpiles shall not penetrate the FAR Part 77 Imaginary Surfaces or present FOD problems. The Engineer shall first approve location of stockpiles of all bulk items (aggregates, etc.) in writing.
- h. The staging area shall be restored to its original condition at the completion of the project. The staging shall be cleaned and free of all excess material, stockpiles and debris at the completion of the project.

100-12.1 DAILY INSPECTIONS OF RUNWAY/TAXIWAY SAFETY AREAS. At the conclusion of each work shift in areas scheduled to be reopened to aircraft traffic after each work shift, the Engineer will conduct an inspection of each of construction work area before Contractor's workers leave for the day. This inspection is to ensure that the site is safe for aircraft operations. All areas within runway and taxiway safety areas shall satisfy the conditions described below before opening to aircraft traffic will be approved.

Conditions that Inspectors will consider potentially hazardous and which must be corrected prior to reopening the runways and taxiways but are not limited to the following.

- a. Trenches, holes, or excavations on, or adjacent to, any open runway, taxiway or related safety area. No hole, bump or trench in excess of three inches in height, depth or width may remain. Open excavations in pavement areas shall be backfilled and asphalt paved at the end of each work shift and prior to opening to aircraft traffic. Open excavations within the runway/taxiway safety area in excess of three inches in height shall be slurry backfilled or steel plated.
- b. Unmarked/unlighted holes or excavations in any apron, open taxiway, open taxilane, or related safety area.
- c. Mounds or piles of earth, construction materials, temporary structures, or other objects on or in the vicinity of any open runway, taxiway, taxilane or in a related safety, approach or departure area.
- d. Pavement drop-offs or pavement turf lips (either permanent or temporary), which would cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport.
- e. Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxilane, or in any related safety, approach or departure area.
- f. Vehicles, equipment, excavations, stockpiles, or other materials which could impinge upon NAVAID critical areas and degrade or otherwise interfere with electronic signals from radios or electronic NAVAIDs or interfere with visual NAVAID facilities.
- g. Unmarked utility, NAVAID, whether service, runway lighting, or other power or signal cables that could be damaged during construction.
- h. Objects (whether marked/flagged or not) or activities anywhere on or in the vicinity of airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
- i. Unflagged/unlighted low visibility items (such as tall cranes, drills, etc.) in the vicinity of an active runway, or in any approach or departure area.
- j. Misleading or malfunctioning obstruction lights.
- k. Unlighted/unmarked obstructions in an approach to any open runway.
- l. Inadequate approach/departure surfaces (needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas).
- m. Water, dirt, debris, or other transient accumulation, which temporarily obscures pavement marking, pavement edges, or derogates the visibility of construction and maintenance areas.

- n. Inadequate or improper methods of marking, barricading, or lighting of temporarily closed portions of airport operation areas.
- o. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, aprons or related safety areas.
- p. Inadequate fencing or other marking to separate construction or maintenance areas from open aircraft operating areas.
- q. Inadequate control of vehicle and human access, and non-essential, non-aeronautical activities on open aircraft operating areas.
- r. Improper radio communication maintained between construction/ maintenance vehicles and air traffic control tower or other on-field communications facility (e.g., FAA Flight Service Station (FSS) or Unicom radio).
- s. Construction/maintenance activities or materials which could hamper airport rescue and fire fighting (ARFF) vehicle access from ARFF stations to all parts of the runway/taxiway system, runway approach and departure areas, or aircraft parking locations.
- t. Bird attractants such as edibles (food scraps, etc.), trees, brush, other trash, grass/crop seeding, or pond water on or near the airport.
- u. Vehicles involved in the project that do not meet safety requirements.
- v. Improperly marked, lighted and flagged vehicles involved in the project.
- w. Barricades that are located within the taxiway or runway safety areas.

Any runway, taxiway or taxilane safety area that does not pass inspection must be addressed by the Contractor prior to the completion of the work shift.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

100-15.1 Except as noted below, the Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased costs due to opening a portion of the contract work or for difficulties or costs associated with other staging considerations. No separate payment will be made for the work under the requirements of this Item.

END OF ITEM G-100

ITEM F-162 CHAIN-LINK FENCES

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence and vehicle gates in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

MATERIALS

162-2.1 FABRIC. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class 2. The fabric shall be hot-dip galvanized-after-weaving.

162-2.2 BARBED WIRE. Barbed wire shall be 3-strands 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A 121, Class 3, Chain Link Fence Grade.

162-2.3 POSTS, RAILS AND BRACES. Line posts, rails, and braces shall conform to the requirements of ASTM F-1043 or ASTM F 1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group 1A, (Schedule 40) coatings conforming to Type A, or Group 1C (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Line posts, rails, and braces shall be galvanized steel pipe conforming to the requirements of ASTM F 1083.

Post, rails, and braces, with the exception of galvanized steel conforming to F 1043 or ASTM F 1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing to salt spray in accordance with ASTM B 117 as follows:

Exterior: 1,000 hours with a maximum of 5% red rust.

Interior: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Fed. Spec. RR-F-191/3D.

Extra Long Posts that are 24 inches longer than the standard posts will be required at the location shown on the plans.

162-2.4 GATES. Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3. The fabric shall be of the same type material as used in the fence.

162-2.5 WIRE TIES AND TENSION WIRES. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A 824. All material shall conform to Fed. Spec. RR-F-191/4.

162-2.6 MISCELLANEOUS FITTINGS AND HARDWARE. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

162-2.7 CONCRETE. Concrete shall be class 520-C-2500, as per Section 201 of the Greenbook, with a minimum 28-day compressive strength of 2500 psi.

162-2.8 MARKING. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

162-2.9 GATE LOOP DETECTORS. Inductive loop detector cable shall be: Stranded 14-18 AWG, 600V, XLP or PVC coated; temperature range: -58 to 200°C, maximum elongation of 15% at a maximum tensile force of 1,500 #/in². Cables shall be UL 3173 and 44 compliant. NEMA rating per NEMA WC-7. Install per manufacturer's instructions.

CONSTRUCTION METHODS

162-3.1 CLEARING FENCE LINE. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. Large diameter trees (12" diameter or more) shall be protected in place, unless noted otherwise on the plans.

162-3.2 INSTALLING POSTS. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland Cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

Where posts are located in existing Portland Cement Concrete or Asphalt Concrete surface, holes shall be drilled through the pavement. No extra compensation shall be made for pavement drilling. Concrete foundation for the posts shall be constructed as specified herein and as shown on the plans.

162-3.3 INSTALLING TOP RAILS. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.4 INSTALLING BRACES. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal and gate posts.

162-3.5 INSTALLING FABRIC. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 2 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

162-3.5.1 INSTALLING SECURITY GATES. Automatic vehicle security gates shall be cantilever sliding gates. Gates shall be constructed from all new material. Automatic vehicle gates shall be as detailed on the plans. Horizontal bottom frame members for automatic vehicle gates shall be 2" X 5" galvanized steel member. Top primary member shall be as detailed on the plans. Vertical frame members shall be 2" X 2" or 1" X 2" galvanized steel rectangular pipe, as detailed on the plans. All gate frames shall be welded construction. Braces shall be 3/16" stainless steel aircraft cable. Fabric shall be woven with a 9-gage galvanized steel wire in a 2-inch mesh.

162-3.7 ACCESS CONTROL DEVICES

162-3.7.1 APPROVAL OF ELECTRICAL PLAN AND ESTABLISHING CONNECTION

The contractor shall be responsible for the necessary research in establishing an approved design for each electrical run; from the nearest available and approved power source to all gate motors and electrical equipment. The design shall be prepared by a California Licensed Electrical Engineer. Applications, fees, plan drawings, details and any other materials needed to obtain an approved design from SDG&E and any necessary permits by the City of San Diego will be paid for by the bid item. The design shall be based on providing the necessary power for the equipment listed herein.

The contractor will be responsible for the coordination with SDG&E and the City of San Diego's Development Services Department (DSD), during the approval and permitting process and during the time of construction. The time necessary for this process shall be incorporated into the Contractor's schedule.

Construction for the installation of the approved design and permits will include all labor and material required to run electric power from the power source to all gate locations. This work will include but is not limited to trenching, installation of conduits, backfilling, pavement restoration and all appurtenances to complete this work.

162-3.7.2 AUTOMATIC VEHICLE GATES ACCESS CONTROL DEVICE. Automatic vehicle gates shall be installed with a Digital Keypad, Linear Access Key Model AK-1, or equal. The Keypad entry of a valid one-to-six digit code shall activate either or both of keypad relays, which in turn will trigger the gate operator to open the vehicle gate. The keypad shall be designed for extended outdoors service, in tough industrial/commercial environments. The keypad housing shall be rugged cast aluminum enclosure that can be mounted to a pedestal or bolted directly to the wall. A keylock shall be provided to secure the keypad to its mounting backplate. The keys shall have durable, bright, easy-to-read graphics. The keypad shall have two LED indicators to show system status. Key presses shall be verified by audible and tactile feedback. The keypad access system shall have an “anti-pass-back” security feature. It shall provide a minimum of five programmable codes. The Digital Keypad shall be mounted on a concrete pad which shall conform to P-502 with dimensions and mounting in accordance with the manufacturer’s instruction and as shown on plan.

General Specifications

MECHANICAL

Dimensions: 4.00 in W x 5.50 in H x 3.00 in D (101.6 x 139.7 x 76.2 mm)

ELECTRICAL

Voltage: 12-24 Volts dc

Current: 10 mA typical, 150 mA maximum

Outputs: Relay #1, Form “C” 5 Amps @ 24 Volts maximum; Relay #2, Form “C” 1 Amp @ 24 Volts maximum; solid-state outputs (Outputs #3 and #4), short-to-common 100 mA @ 30 Vdc maximum

ENVIRONMENTAL

Temperature: -20°F to + 130°F (-29°C to +54°C)

Humidity: 5% to 95% non-condensing

162-3.7.3 PEDESTRIAN GATES ACCESS CONTROL DEVICE. Pedestrian gates shall be installed with a push-button access control lock, SIMPLEX L1000 Series Mechanical Digital Combination locks or equal, without key access. The lock shall be lever-operated, shall comply with ADA/ADAAG/Title 24 Accessibility Regulations and Guidelines, including the California Building Code, Uniform Building Code and Fire Code. The lock shall be mounted as shown in the Appendices and no higher than 48 inches above the floor. Lock numbers shall also be provided in Braille language. The gate shall be spring-loaded to automatically close itself back in place with an 8 ½ pounds maximum effort to operate. Each gate shall be provided with the appropriate accessibility signs as shown in the appendices.

162-3.7.4 AUTOMATIC VEHICLE GATE OPERATORS. Slide hydraulic vehicle gate operators shall be Hy-Security Model 222 SS, B&B Model XL-10vp or equal, per Item F-164 and shall be enclosed in a weatherproof protective housing. Gate operator motor voltage and number of phases shall be as specified in Item F-164. Gate operator shall be mounted on a concrete pad with dimensioning and mounting procedures in accordance with the manufacturer’s instructions.

One 6” diameter bollards filled with concrete shall be installed in front and in back of the gate operator to protect it from vehicular damage.

162-3.8 SDG&E KEY SWITCHES. The vehicle gates shall be equipped with SDG&E key switches. SDG&E requires the installation of a Schlage VTQP Quad Section cylinder in a key switch on the public side of the vehicle gate, wired to the gate controller. A list of locksmiths authorized to sell SDG&E approved locks is available by SDG&E on request. Contractor shall provide a means of opening the gate from the inside without the use of a vehicle to activate the controller. This will require the installation of an additional key switch inside the gate if there is no unsecured switch available.

162-3.10 ELECTRICAL GROUNDS. Electrical grounds shall be constructed at 500-foot intervals. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.11 VEHICLE DETECTOR LOOPS. Two vehicle detector obstruction loops shall be installed on each side of the gate to protect vehicles while in the slide area of the gate. A third detector loop on the inside (Airport side) shall activate the gate operator to open for free un-controlled exiting of the Airport.

162-3.11-1 Loop Diagnostics. Contractor shall perform the necessary tests on the installed detector loops to ensure a fully functional facility. The following tests cannot guarantee a functioning loop, but failure of either test means that the loop is definitely suspect, even though it may still be functioning at the time.

Test #1:

Resistance of the loop and lead-in wire should not exceed 4.0 Ohms.

Test #2:

The resistance to earth, as measured with a 500V “Megger”, should be 100 Megohms or more. Loops may function at 10 Megohms or less but will not be reliable (e.g. when the ground is wet from rainfall). Low resistance indicates broken or moisture saturated insulation. This is common if inappropriate wire insulation has been used.

162-3.11-2 Loop Installation Guidelines.

1. Detector loops shall be installed by a professional installer experienced with detector loops.
2. Connect 24 Volt power to the detector. Polarity does not matter if the detector is a 24 AC model. If a DC detector is used, pin #1 is (+) on a DC detector and pin #2 is (-).
3. Connect the output pin #6 to the common Buss on the power supply and the output pin #5 to one of the four detector inputs (depending upon the detector function required) on the Smart Touch Controller terminal strip.

4. If multiple detectors are used, join the wires from socket to socket rather than run each to the same location separately. The only wire that must be separate is the output wire to the gate operator controller as well as the loop input wires.

Always keep the loop wires well twisted at all places beyond the area of the loop. The lead in portion sealed in a saw cut does not need to be twisted so long as the wires are encapsulated in loop sealant and cannot move

METHOD OF MEASUREMENT

162-4.1 Chain-link fence, posts, braces, rails barbed wire, wire ties, tension wires, footings and all other fencing appurtenances, will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

162-4.2 Gates will be measured by the number of gates installed and accepted.

162-4.3 Digital Keypad will be measured by the number of digital keypads installed and accepted.

162-4.4 SDG&E Key Switch will be measured by the number of SDG&E switches installed and accepted.

162-4.5 Vehicle Detector Loops will be measured by the number of gate detector loops installed and accepted.

BASIS OF PAYMENT

162-5.1 Payment for "Fence Removal" will be made at the contract unit price per linear foot of fence removed and the price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete the item, including the demolition of the posts, footings and any attachments and the hauling and disposal of the fence and all demolished material, offsite.

162-5.4 Payment for "Clearing Fence Line" will be made at the lump sum price for clearing fence line per paragraph 162-3.1 and shall be full compensation for tree and shrub removal, trimming, removing, hauling and disposing of the material generated from these clearing operations, off site.

162-5.5 Payment for "8-foot High Chain Link Fence Without Barbed Wire" will be made at the contract unit price per linear foot and the price shall be full compensation for furnishing all materials at the locations shown on the plans, including electrical ground rods, and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item, per paragraphs 162-2.1, 2.3, 2.5, 2.6, 2.7, 2.8, 3.2, 3.3, 3.4, 3.5, 3.10 and Appendix "P" Plans and Details.

162-5.6 Payment for "8-foot High Chain Link Fence With Barbed Wire" will be made at the contract unit price per linear foot and the price shall be full compensation for furnishing all materials, including barbed wire at the locations shown on the plans, electrical ground rods, and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item, 1.62-2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 3.2, 3.3, 3.5, 3.10 and Appendix "A" Plans and Details.

162-5.7 Payment for “20-foot Vehicle Swing Gate” will be made at the contract unit price for each gate, including incidentals for a complete and operational facility installed complete in place, per paragraphs 1.62-2.1, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8 and Appendix “A” Plans and Details.

162-5.8 Payment for “15-foot Automatic Sliding Cantilever Vehicle Gate” will be made at the contract unit price for each gate, including incidentals for a complete and operational facility installed complete in place, per paragraphs 1.62-2.1, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 3.2, 3.3, 3.4, 3.5, 3.5.1, and Appendix “A” Plans and Details.

162-5.10 Payment for “20-foot Automatic Sliding Cantilever Vehicle Gate” will be made at the contract unit price for each gate, including incidentals for a complete and operational facility installed complete in place, per paragraphs 162-2.1, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.2, 3.3, 3.4, 3.5, 3.5.1, 3.7.2, 3.7.4, 3.8, 3.10 and Appendix “A” Plans and Details.

162-5.11 Payment for “4-ft Swing Pedestrian Gate” will be made at the contract unit price for each gate, including incidentals for a complete and operational facility installed complete in place, per paragraphs 162-3.7.3, 4.2, and Appendix “A” Plans and Details.

162-5.13 Payment for “Cypher Lock Gate Closer” will be made at the contract unit price for each lock, including incidentals for a complete and operational facility installed complete in place, per Appendix “A” Plans and Details.

162-5.14 Payment for Digital Keypad will be made at the contract unit price for Digital Keypad installed at each vehicle gate, including gooseneck, excavation, concrete footing, protection posts, NEMA enclosures, RGS conduits, installed complete in place, per details shown on plans and in these specifications, and including all incidentals for a complete and operational access control device, per paragraph 162-3.7.2, 4.3 and Appendix “A” Plans and Details.

162-5.15 Payment for SDG&E Key Switches will be made at the contract unit price for SDG&E Key Switch installed at each vehicle gate, including gooseneck mounting next to the digital keypad or mounting on concrete pad next to the gate operator, NEMA enclosures, installed complete in place, per details shown on plans and in these specifications, and including all incidentals for a complete and operational access control device, per paragraphs 162-3.8, 4.4 and Appendix “A” Plans and Details.

162-5.16 Payment for Vehicle Detector Loops will be made at the contract unit price for each gate loop detector installed, including wiring of conductors, sawcutting, and sealing per the details shown on plans and in these specifications, and including all incidentals for a complete and operational loop detector, per paragraph 162-2.9, 3.11, and Appendix “A” Plans and Details..

162-5.17 Payment for providing research, coordination with SDG&E, preparing needed design and electrical plans, applying for and obtaining necessary permits, payment of all needed permits will be made at the relevant contract Lump Sum bid item for research and coordination with SDG&E, per paragraph 162-3.7.1.

162-5.18 Payment for providing electrical power from source as designed by the contractor’s California licensed Electrical Engineer and coordinated with SDG&E will be made at the contract unit price item to run power from source to gate location, per paragraphs 162-3.7.1.

MATERIAL REQUIREMENTS

ASTM A 121	Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 123	Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
ASTM A 153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 392	Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 446	Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
ASTM A 491	Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 569	Steel, Carbon (0.15 Maximum, Percent), Hot Rolled Sheet and Strip Commercial Quality
ASTM A 570	Hot-Rolled Carbon Steel Sheet and Strip Structural Quality
ASTM A 572	High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
ASTM A 585	Aluminum-Coated Steel Barbed Wire
ASTM A 824	Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B 117	Standard Test Method of Salt Spray (Fog) Testing
ASTM B 221	Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes
ASTM F 668	Poly (vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence
ASTM F 1043	Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
ASTM F 1083	Pipe, Steel, Hot-Dipped Zinc-coated (galvanized) Welded, for Fence Structures
ASTM F 1183	Aluminum Alloy Chain Link Fence Fabric
ASTM F 1234	Protective Coatings on Steel Framework for Fences
ASTM G 23	Operating Light-Exposure apparatus (Carbon-Arc Type) with and without Water for Exposure of Nonmetallic Materials

ASTM G 26	Operating Light-Exposure Apparatus (Xenon-Arc Type) with and without Water for Exposure of Nonmetallic Materials
ASTM G 53	Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials
Fed. Spec. RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
Fed. Spec. RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

END OF ITEM F-162

ITEM F-164 HYDRAULIC SLIDE GATE OPERATOR

GENERAL

164-1 INCLUDED IN THIS SECTION

164-1.1 Pre-wired, self-contained, slide gate operator for horizontal cantilever sliding gates, including all selected attachments and accessory equipment.

164-3 SUBMITTALS

164-3.1 Shop drawings: Submit shop drawings under the provisions of Standard Specifications Section 2-5.3. Submit drawings showing connections to adjacent construction, range of travel, and all electrical and mechanical connections to the operator. Drawings shall also show the size and location of the concrete mounting pad. Underground electrical runs shall be shown on shop drawings.

164-3.2 Installation instructions: Submit two copies of manufacturer's installation instructions for this specific project.

164-3.3 Test reports:

- 1) Submit affidavits from the manufacturer demonstrating that the gate mechanism has been tested to 200,000 cycles without breakdown.
- 2) Each operator shall bear a label indicating that the operator mechanism has been tested for full power and pressure of all hydraulic components, full stress tests of all mechanical components and electrical tests of all overload devices.

164-4 QUALITY ASSURANCE

164-4.1 Manufacturer: A company specializing in the manufacture of hydraulic gate operators of the type specified, with a minimum of ten years experience.

164-5 CODES AND REGULATORY REQUIREMENTS

164-5.1 Operators shall be built to UL325 standards and be listed by a NRTL testing laboratory. Complete all electrical work according to local codes and National Electrical code. All fieldwork shall be performed in a neat and professional manner, completed to journeyman standards.

164-5.2 The gate operator shall be equipped with multiple external sensors to be capable of reversing the gate in either direction upon sensing an obstruction. See also 164-9.3.

164-5.3 Gate operator shall be designed and labeled for UL usage Class III or IV.

164-6 PRODUCT DELIVERY AND STORAGE

164-6.1 Comply with Standard Specifications Section 7-10.2.

164-6.2 Store products upright in the original shipping containers, covered, ventilated and protected from all weather conditions.

164-7 WARRANTY

164-7.1 Provide a five-year warranty against all defects in materials or workmanship. Defective materials shall be replaced with comparable materials furnished by the manufacturer, at no cost to the owner.

Warranty commences when the system installation is 100% complete and the acceptance cycle is finished.

PRODUCTS

164-8 GATE OPERATORS

164-8.1 Hy-Security Gate Operators Model 222 SS-ST with Smart Touch Controller, B&B Electromatic Model XL-10vp or other comparable operator, as approved by the Project Engineer. Substitute operators that are approved will be published in an addendum, not less than ten days prior to bid opening. Requests for substitution will include the amount of savings to be passed on to the owner.

164-9 OPERATION

164-9.1 Operation shall be by means of a metal rail passing between a pair of hydraulically driven solid metal wheels with polyurethane treads. Operator motors shall be hydraulic, geroller type, and system shall not include belts, gears, pulleys, roller chains or sprockets to transfer power from operator to gate panel. The operator shall generate a minimum horizontal pull of 300 pounds without the drive wheels slipping and without distortion of supporting arms. Operator shall be capable of handling gates up to 50 feet in length weighing up to 1000 pounds. Gate panel velocity shall not be less than 1.2 feet per second and shall be stopped gradually to prevent shock loads to the gate and operator assembly.

164-9.2 Minimum Standard Electrical Components:

- 1) Motor shall be at least 1 HP, 240V, Single Phase, 56C, Open Drip Proof, (ODP), continuous duty motor, with a service factor of 1.15, or greater.
- 2) All components shall have overload protection.
- 3) Controls: Controller Board containing:
 - a) built in “warn before operate” system;
 - b) built in timer to close;
 - c) liquid crystal display for reporting of functions;
 - d) 19 programmable output relay options or a minimum of 10 pre-defined output relay options;
 - e) built-in power surge/lightening strike protection;
 - f) RS485 connection of Master/Slave systems.
- 4) Control circuit: 120VAC.

164-9.3 Required external sensors: Contractor shall provide contact and non-contact external sensors per the following UL 325 standard requirements for automatic sliding gates:

- One or more non-contact sensors (photoelectric eyes) shall be located where the risk of entrapment or obstruction exists, such as the perimeter reachable by a moving gate.
- One or more contact sensors (edge sensors) shall be located at the leading edge, trailing edge and post mounted both inside and outside of a sliding gate.
- A hardwired contact sensor shall be located and its wiring arranged so that the communication between the sensor and the gate is not subjected to mechanical damage.
- A contact sensor that transmits its signal to the gate operator shall be located such that the signal is not impeded by building structures or other obstructions and shall function under its intended end-use conditions.
- The contact and non-contact sensors must be tested and labeled as “Recognized Components” under the UL 325 standard in order to be deemed acceptable for use in this application.

Contractor shall provide a combination of photo eyes and gate edges such that the gate is capable of reversing in either direction upon sensing an obstruction.

Contractor shall study the entrapment protection schematic and consider his/her specific installation to determine where the greatest risks of entrapment exist. Contractor shall locate edge sensors and the photo-electric sensors accordingly, making certain that a sufficient number of sensors are used so that both directions of gate travel are properly guarded.

164-9.4 Control Devices:

Digital Keypads, SDG&E Key Switches and Gate Detector Loops shall be used to control the gate operation, per Item F-162.

164-9.5 Other Options:

- 1) Special locks for operator cover.

164-9.6 Gate operator shall be mounted on a concrete pad with dimensioning and mounting procedures in accordance with the manufacturer’s instructions and conforming to P-502. Two 6” diameter bollards filled with concrete shall be installed in front of the gate operator to protect it from vehicular damage.

164-10 FACTORY TESTING

164-10.1 Fully assemble and test, at the factory, each gate operator to assure smooth operation, sequencing and electrical connection integrity. Apply physical loads to the operator to simulate field conditions. Tests shall simulate physical and electrical loads equal to the fully rated capacity of the operator components.

164-10.2 Check all mechanical connections for tightness and alignment. Check all welds for completeness and continuity. Check welded corners and edges to assure they are square and straight.

164-10.3 Inspect painted finish for completeness and gloss. Touch up imperfections prior to shipment.

164-10.4 Check all hydraulic hoses and electrical wires to assure that chafing cannot occur during shipping or operation.

EXECUTION

164-11 SITE EXAMINATION

164-11.1 Locate concrete mounting pad in accordance with approved shop drawings.

164-11.2 Make sure that gate is operating smoothly under manual conditions before installation of gate operators. Do not proceed until gate panel is aligned and operates without binding.

164-12 INSTALLATION

164-12.1 Install gate operator in accordance with the manufacturer's printed instructions, current at the time of installation. Coordinate locations of operators with contract drawings, other trades and shop drawings.

164-12.2 Installer shall insure that the electric service to the operator is at least 20 AMPS. Operator wattage is 2500.

164-13 FIELD QUALITY CONTROL

164-13.1 Test gate operator through ten full cycles and adjust for operation without binding, scraping or uneven motion. Test limit switches for proper "at rest" gate position.

164-13.2 All anchor bolts shall be fully concealed in the finished installation.

164-14 CONTINUED SERVICE AND DOCUMENTATION

164-14.1 Train owner's personnel in the general maintenance of the gate operator and accessories and provide one copy of "operations and maintenance" manual for the owner's use. Manuals will identify parts of the equipment for future procurement.

METHOD OF MEASUREMENT

164-15.1 Hydraulic Slide Gate Operator and all associated concrete slabs, and bollards will be measured per each hydraulic gate operator unit installed in place.

BASIS OF PAYMENT

164-16.1 Payment for Hydraulic Slide Gate Operator will be made at the contract unit price for each gate operator including all associated wiring, RGS conduits, external sensors, concrete footing, (including sawcut of existing pavement and excavation necessary for construction of concrete footing) and all incidentals for a complete and operational facility.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, warranty, and for all labor, equipment, tools, and incidentals necessary to complete the item.

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 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT OR WBS No.: WBS No. B-00652
PROJECT TITLE: BROWN FIELD PERIMETER FENCING - PHASE II

PROJECT LOCATION-SPECIFIC: The work will be located on Brown Field Airport at 1424 Continental St. San Diego, CA 92154 Otay Mesa Community Planning area within the City and County of San Diego. The project is not located within or adjacent to the MHPA.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: CITY COUNCIL APPROVAL The project involves construction for Brown Field Perimeter Fencing – Phase II. The work consists of construction of approximately 6585 LF of 8 FT tall fencing with and without barbed wire, vehicle swing gates, vehicle cantilever gates with hydraulic gate operators, keypad entries, SDG&E keypad switches, free exit and obstruction loops, and running power to the location of hydraulic gate operators, pedestrian gates with cypher locks and all other work necessary for the installation of all fencing. Fencing will be constructed along the West side of Brown Field Airport, along Heritage Road and along Curran Street. Additional work may consist of, an Additive Alternate for the installation of fencing along the Eastern perimeter on La Media Road, as well as at various locations on the north along Pogo Road.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Jason Grani, Project Manager, Engineering and Capital Projects Department, 600 B Street, MS 908A, San Diego, CA 92101, 619-533-7525.

EXEMPT STATUS: (CHECK ONE)

- () 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(C) EXISTING FACILITIES, 15303(D) NEW CONSTRUCTION, AND 15304(B) MINOR ALTERATIONS TO LAND.
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: No impacts to archeological , paleontological or biological resources would result as all work is confined to the surface with minor excavation for fence posts. Therefore, the activity will not result in any significant impacts and qualifies for an exemption pursuant to the CEQA section noted above.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner TELEPHONE: (619) 446-5372

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

Myra Herrmann, Senior Planner
SIGNATURE/TITLE

FEBRUARY 3, 2010
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Revised February 3, 2010mjh

APPENDIX “B”

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application For Fire Hydrant Meter

(EXHIBIT A)

For Office Use Only

Department: METER SHOP 619 527 7449
2797 Camino Cholas • San Diego, California 92105-5097 • FAX 619 527 3125

NS Req:	Fac #:
Date:	By:

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

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 Code: Phone: ()

*Business License #: *Contractor License #:

*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ()

Site Contact Name and Title: Phone: ()

Pager #: Cell: ()

Responsible Party Name: Title:

Social Security or 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

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: () Pager: ()

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
CIS Account #:	Deposit Amount: \$	Fees Amount: \$	
Meter Serial #:	Meter Size:	Meter Make & Style:	
Backflow #:	Backflow Size:	Meter Make & Style:	
Name:	Signature:	Date:	

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing**

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX “C”

RESERVED

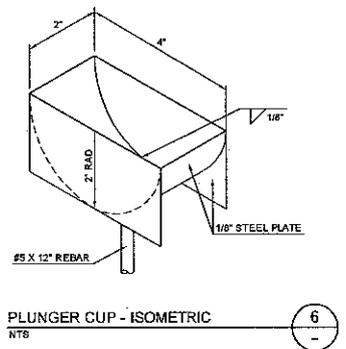
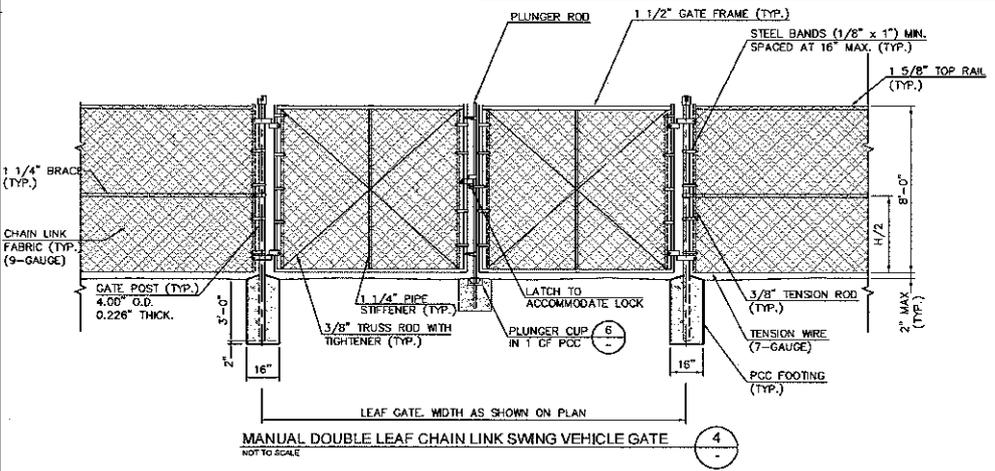
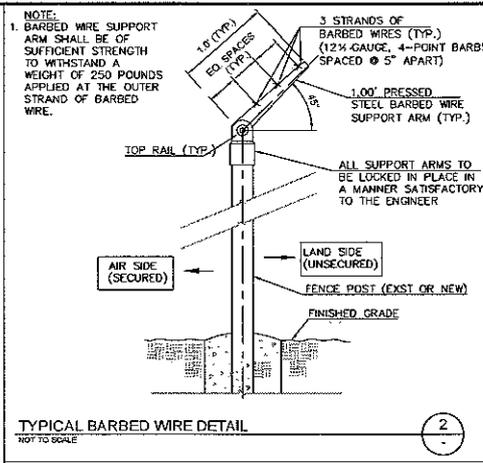
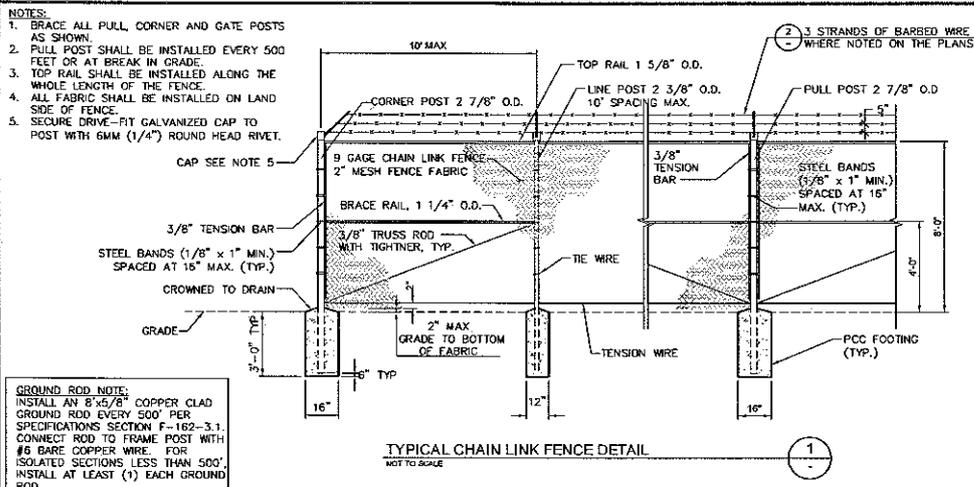
APPENDIX “D”
SAMPLE CITY INVOICE

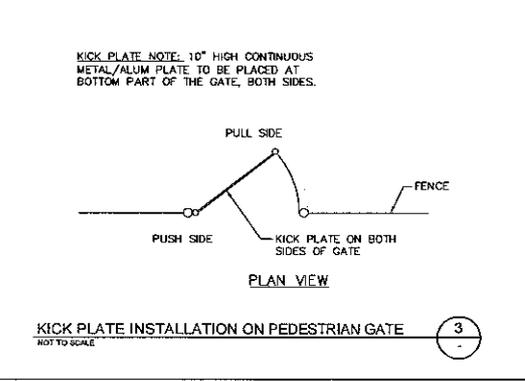
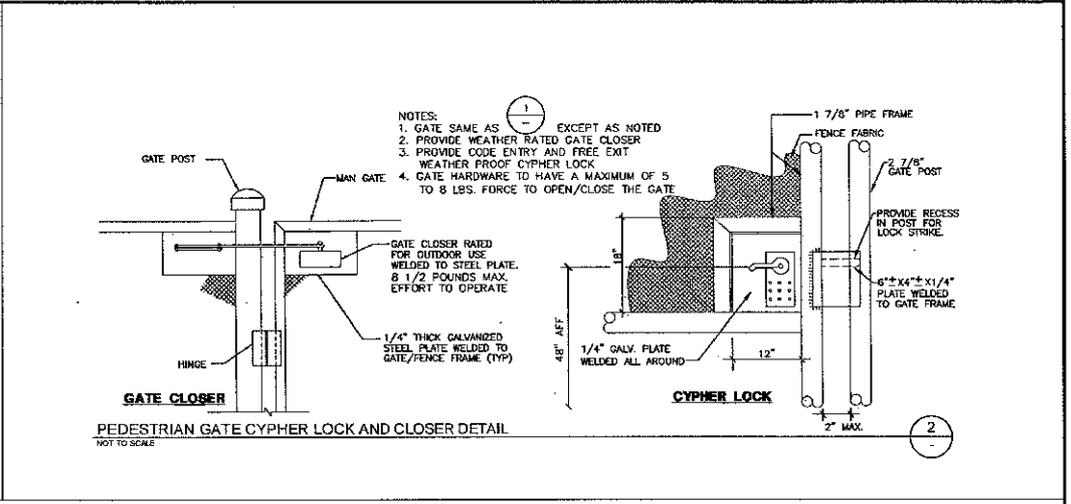
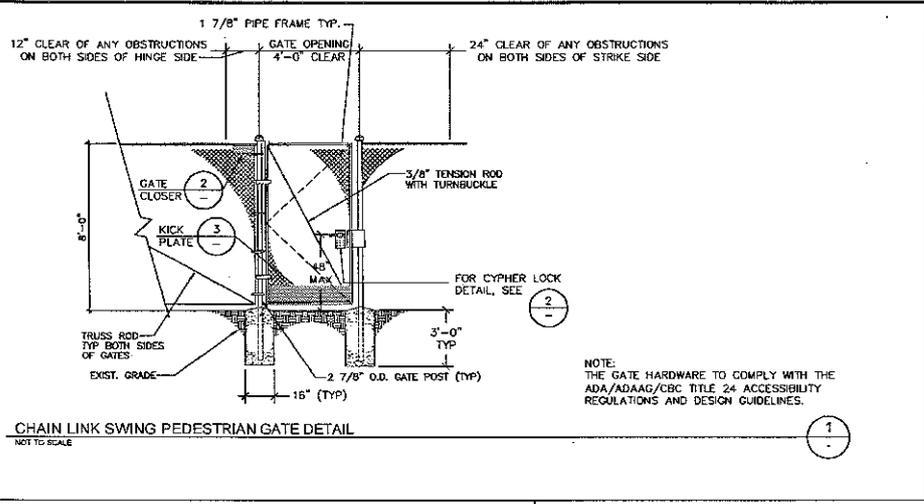
City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
Work Order No or Job Order No.											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

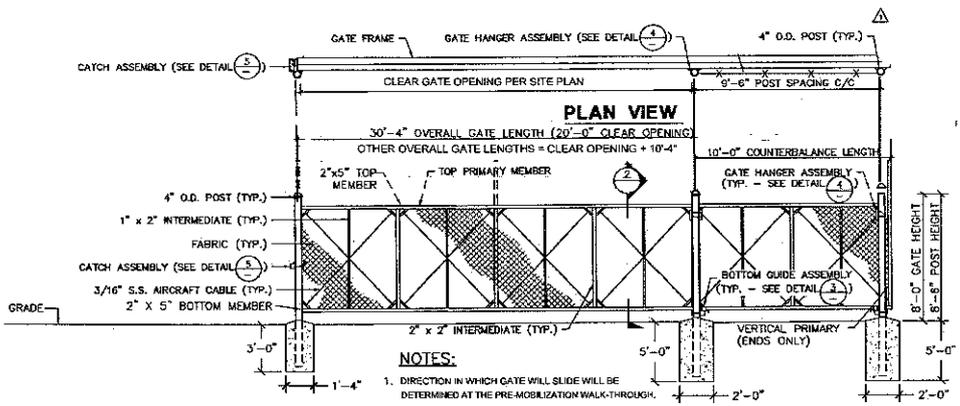
**APPENDIX “E” THROUGH APPENDIX “N”
RESERVED**

APPENDIX “O”
SAMPLE PAYROLL FORM

APPENDIX “P”
PLANS AND DETAILS

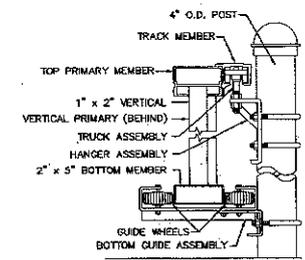






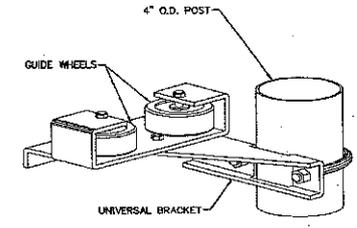
CANTILEVER SLIDING GATE DETAILS
 NOT TO SCALE

1



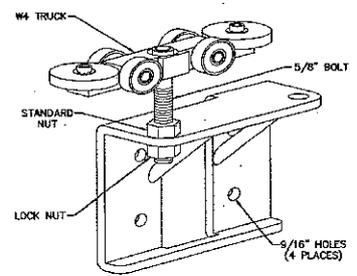
GATE ASSEMBLY SECTION
 NOT TO SCALE

2



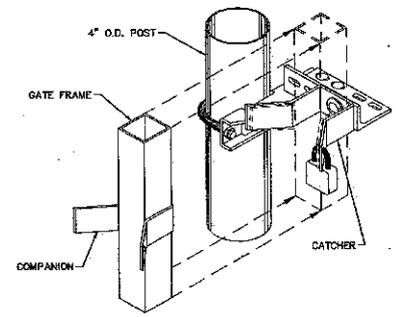
BOTTOM GUIDE ASSEMBLY
 NOT TO SCALE

3



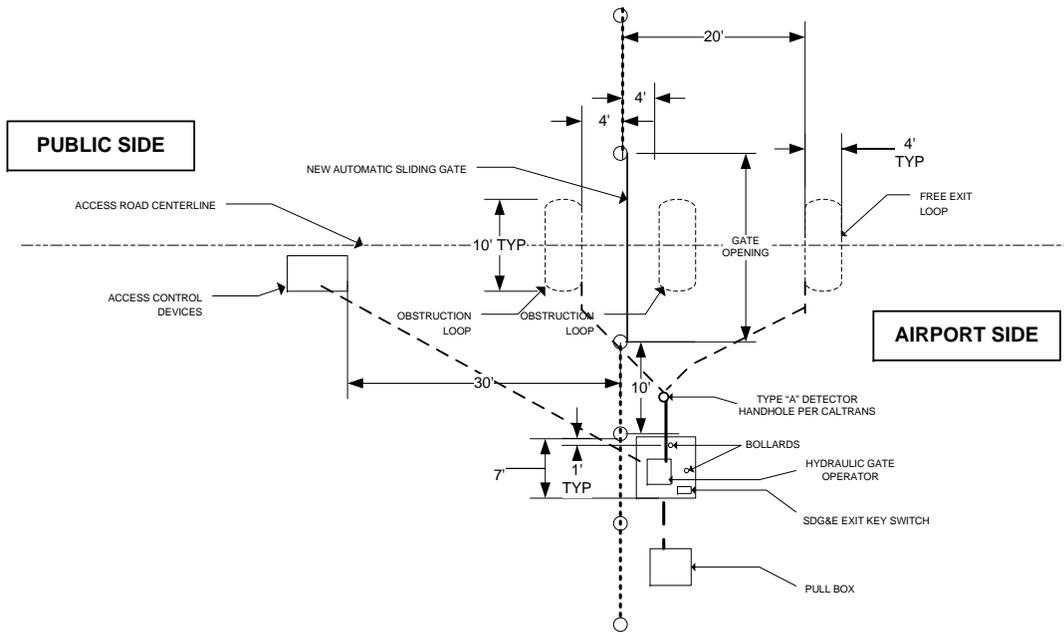
GATE HANGER ASSEMBLY
 NOT TO SCALE

4

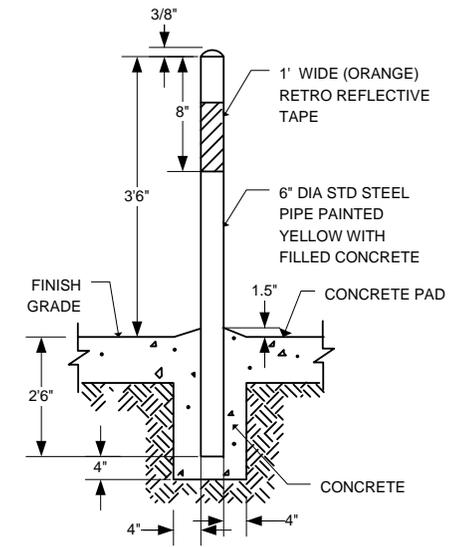


CATCH ASSEMBLY
 NOT TO SCALE

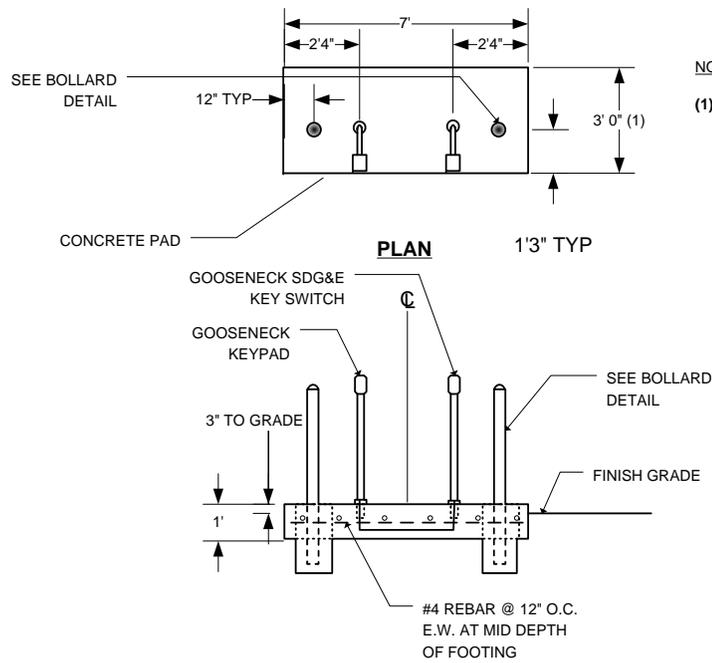
5



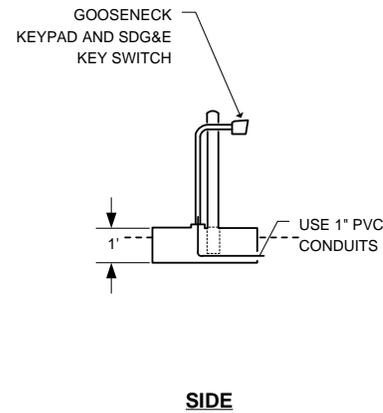
**TYPICAL AUTOMATIC SLIDING GATE DETAIL
NTS**



**BOLLARD DETAIL
NTS**



**ACCESS CONTROL DEVICE TYP DETAILS
NTS**



SIDE

Brown Field Airport Perimeter Fencing – Phase II

GENERAL NOTES:

1. Existing Fence shall be removed at various locations and will be paid per bid item.
2. Direction that gates will slide open will be as directed by the Project Manager.
3. Survey will be provided by the City of SD, and alignment and gate locations will be marked out prior to start of construction.
4. Removal of existing fence will be paid per bid item for fence removal.

SYMBOL LEGEND:

- - - - - Existing fence to remain
 - - - - - 8-ft Fence w/ barbed wire (base bid).
 - - - - - 8-ft Fence w/o barbed wire (base bid).
 - - - - - 8-ft Fence w/ barbed wire (additive alternate 1).
 - - - - - 8-ft Fence w/o barbed wire (additive alternate 2).
- 1 20-ft Automatic cantilever sliding vehicle gate.
 - 2 20-ft Vehicle swing gate.
 - 3 15-ft Automatic cantilever sliding vehicle gate.
 - 4 4-ft Pedestrian gate w/ Cypher Locks.



Bid No. K094160B
Spec. No. 4160B



April 2010

APPENDIX “Q”

**WASTE MANAGEMENT CONSTRUCTION AND DEMOLITION (C&D)
DEBRIS FORMS**



Waste Management Form for Construction & Demolition (C&D) Debris



Required for projects described in Municipal Code §66.0601-66.0610. Please see Information Bulletin 119 for more information.

PART I Complete this section before obtaining a building or demolition permit. Submit this form and your recycling deposit to the Development Services Department when paying permit fees.

Approval No. _____ Project Title (if applicable) _____

Project Address _____ Zip Code _____

Property Owner _____ Contact Name _____ Title _____

Signature _____ Date _____

Phone _____ Fax _____ Email _____

Contact Mailing Address (if different than project address) _____

City _____ State _____ Zip Code _____

Project Type (check all that apply): New Construction Addition/Alteration Demolition
Commercial Residential Single Family Multi-Family

Estimated Square Feet _____

Estimated Start Date ____/____/____

Estimated Completion Date ____/____/____

TO BE FILLED OUT BY DSD STAFF
Recycling Deposit Paid \$ _____
By _____

Fill out the following table with estimated waste tonnage that will be generated by your project.
Goal : Reduce quantity of materials disposed at landfills by percentage noted in Municipal Code §66.0601-66.0610

Indicate quantities in tons for each material listed. Note: A = B + C (Please use the City Construction and Demolition Debris Conversion Rate Tables if converting from volume to tonnage.)

Material Type	A Estimated Waste Quantity	B Estimated Salvage Reuse OR Recycled	C Estimated Disposal	D Hauler	E Facility Destination(s)
Asphalt & Concrete					
Brick / Masonry / Tile					
Dirt					
Mixed Inerts					
Mixed C&D Debris					
Cabinets, Doors, Fixtures, Windows (circle all that apply)					
Carpet					
Carpet Padding / Foam					
Cardboard					
Ceiling Tile (acoustic)					
Drywall (Used, new, unpainted sheets or scrap)					
Landscape Debris					
Unpainted Wood & Pallets					
Roofing Materials					
Scrap Metal					
Stucco					
Garbage / Trash					
Other (please describe)					
Other (please describe)					
TOTAL					

ES-008

- 1 -

PART I Continued
<p>Refer to the table on the previous page and fill in the blanks below to determine your estimated diversion rate.</p> <p style="text-align: center;">(Total Column B / Total Column A : _____) x 100 = _____ %</p> <p>For Multi-Family, Commercial and Industrial Projects ONLY (Single family projects do not need to answer this question):</p> <p><input checked="" type="checkbox"/> My project complies with Municipal Code §142.0805 which requires certain space allocation for trash and recyclable material storage.</p>
PART II Complete this section after final inspection. Submit with a copy of all diversion and disposal receipts, written statements or photographs documenting on-site reuse or other reuse or donation, and a copy of PART I of this form to apply for your refund.
<p>Send completed form and all documentation to:</p> <p style="text-align: center;"> City of San Diego Environmental Services Department Attn: C&D Diversion Coordinator 9601 Ridgehaven Court, Suite 320 San Diego, CA 92123 </p> <p>Applicants must submit refund requests within 180 days following project final inspection. Requests submitted after 180 days will not be eligible for a refund. Refunds will not be issued if all requested information and documentation is not provided. Refunds will be mailed within 45 days following receipt of all proper forms and documentation.</p> <p>Applicant is advised of San Diego Municipal Code section 11.0401(b) which states: "No person willfully shall make a false statement or fail to report any material fact in any application for City license, permit, certificate, employment or other City action under the provisions of the San Diego Municipal Code."</p> <p>Section A</p> <p>I certify under penalty of perjury under the laws of the State of California that the information provided in and with this form pertains to construction and demolition debris generated only from the project listed in PART I, that I have reviewed the accuracy of the information, and that the information is true and correct to the best of my knowledge and belief.</p> <p>Name _____ Title _____</p> <p>Signature _____ Date _____</p> <p>Final Inspection Date _____</p> <p>Section B</p> <p>Please fill in this part only if the refund check is to be sent to a different person and address than that listed in PART I. By signing my name, I hereby direct the C&D refund for this project to be sent to the person listed in Section C below</p> <p>Name _____ Signature _____</p> <p>Section C</p> <p>Please send refund to:</p> <p>Name _____ Address _____</p> <p>City _____ State _____ Zip Code _____</p> <p style="text-align: center;"> For more information please call City of San Diego Environmental Services Department (858) 694-7000 or visit www.sandiego.gov/environmental-services/recycling/cdrecycling.shtml </p>

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Failure to include any of the forms may cause the Bid to be deemed non-responsive.

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Proposal	3 through 5
Contractor/Vendor Registration Form	6 through 9
Bid Bond	10
Contractors Certification of Pending Actions	11
Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29	12
Non-Collusion Affidavit (Title 23, United States Code, Section 112 and Public Contract Code Section 7106)	13
Non-Lobbying Certification	14
Lobby Prohibition, Certification and Disclosure	15
Instructions for Completion of SF-L1L, Disclosure of Lobbying Activities	16 through 17
Disclosure of Lobbying Activities	18 through 19
Proposal (Bid)	20 through 25
List of Subcontractors	26
Subcontractors Additive/Deductive Alternate	27
Named Equipment/Material Supplier List	28

BIDDING DOCUMENTS

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted Lightning Fence CO. INC
- (2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

Dan Ellwood

(Printed Name)

(Title of Officer)

(Impress Corporate Seal

Here)

- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 15540 El Camino Surhda
- (5) City and State Pawley, CA Zip Code 92064
- (6) Telephone No. 858-679-6524 Facsimile No. 858-679-6523

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, C13

LICENSE NO. 767458 EXPIRES NOV. 30, 2010

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): 205260476

E-Mail Address: dan@lightningfenceinc.com

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title President
Dan Flud

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 9th DAY OF August, 2010.

Notary Public in and for the County of San Diego, State of California.


(NOTARIAL SEAL) Novelyn S. Thompson



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Lightning Fence Co., Inc.

as Principal and

SureTec Insurance Co.

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 Brown Field Airport

Perimeter Fence Phase II, Spec # 4160B

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to 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 3rd day of August, 2010

Lightning Fence Co., Inc.

(Principal)

(SEAL) SureTec Insurance Co. (SEAL)

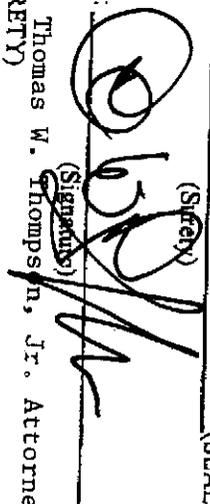
(Surety)

By: 

(Signature)

Dan Flud, President

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY) Thomas W. Thompson, Jr. Attorney-in-Fact

By: 

(Signature)

Thomas W. Thompson, Jr.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On Aug. 3rd, 2010 before me, Novelyn S. Thompson, "Notary Public"

Date

Here insert Name and Title of the Officer

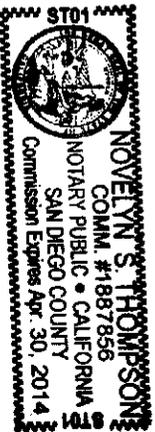
personally appeared Thomas W. Thompson, Jr.

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.



Place Notary Seal and/or Stamp Above

OPTIONAL

Signature: Novelyn S. Thompson
Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On August 9th, 2010 before me, Novelyn S. Thompson, "Notary Public"

Here Insert Name and Title of the Officer

personally appeared Dan Flud

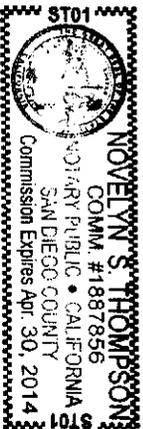
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: *Dan Flud*
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document: _____

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

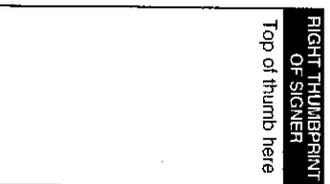
- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Individual
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____
- Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal, Bidder shall provide to the City a list of all instances within the past ten 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 ten 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 is as follows:

Contractor Name Lightning Fence Co Inc.

Certified By Dan Fitch Title Pres.
Name
Signature Date 8-9-10

USE ADDITIONAL FORMS AS NECESSARY

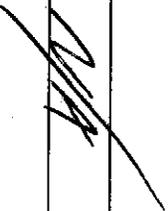
BIDDING DOCUMENTS

**DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

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 agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicated, 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 not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

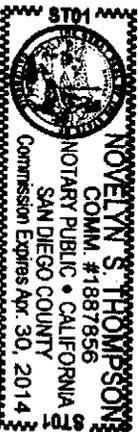
On August 9th, 2010 before me, Novelyn S. Thompson, "Notary Public"

Date

Here Insert Name and Title of the Officer

personally appeared Dan Flud

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: Novelyn S. Thompson

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document: _____

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

BIDDING DOCUMENTS

**NONCOLLUSION AFFIDAVIT
(Title 23, United States Code, Section 112 and Public Contract Code Section 7106)**

To: The City of San Diego, Department of Public Works

In accordance with Title 23, United States Code, Section 112 and Public Contract Code 7106 the bidder declares 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.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

A handwritten signature in black ink, appearing to be 'D. H. H.', written over a horizontal line.

NON-LOBBYING CERTIFICATION
(FOR FEDERAL-AID CONTRACTS)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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.
- (2) 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontractors, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

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



No Lobby

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
NO lobby
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."



9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value to the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

No Lobby

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. paid offer application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change <input type="checkbox"/> c. For Material Change Only: Year: <u>2010</u> quarter <u>3</u> RO date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: <u>NA</u></p>
<p>6. Federal Department/Agency: <u>FDA</u></p>	<p>7. Federal Program Name/Description: CFDA Number: if known</p>	<p>7. Federal Program Name/Description: CFDA Number: if known</p>
<p>8. Federal Action Number, if known</p>	<p>9. Award Amount, if known \$ _____</p>	<p>9. Award Amount, if known \$ _____</p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M.I.) (attach Continuation Sheet(s))</p>	<p>b. Individuals Performing services (including address if different from No. 10a) (last name, first name, M.I.) Sheet(s) SF-LLL-A if necessary) <u>NO LOBBY</u></p>	<p>b. Individuals Performing services (including address if different from No. 10a) (last name, first name, M.I.) Sheet(s) SF-LLL-A if necessary) <u>NO LOBBY</u></p>
<p>11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify _____</p>	<p>13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify _____</p>
<p>12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind: specify: _____ nature _____ value _____</p>	<p>13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify _____</p>	<p>13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify _____</p>
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted for Payment Indicated in Item 11: _____</p>		
<p>(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		
<p>16. 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 this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C.</p> <p>Signature: <u>[Signature]</u> Print Name: <u>Dan Ellis</u> Title: <u>Pres.</u></p>		

1352. This information will be reported to the Congress semiannually 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.

Telephone No.: _____
Date: _____

Federal Use Only

**Authorized for Local
Reproduction Standard Form
- LLL**

Reporting Entity: _____
Page _____ of _____

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;

Authorized for Local Reproduction

Standard Form - LLL-A

8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C;
6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C;
4410-18-C; 4510-23-C; 4810-25-C; 3801-01-C; 4000-01-C;
3820-01-C; 6580-50-C; 6820-01-C; 4310-RF-C; 6718-01-C;
4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C;
4910-62-C

Madison

BIDDING DOCUMENTS

PROPOSAL (BID)

I/WE AGREE TO CONSTRUCTION OF **BROWN FIELD AIRPORT AIRPORT (SDM) PERIMETER FENCING - PHASE II**, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:

Item	S*	Quantity	Unit	NAICS	Specs.	Description	Unit Price	Extension
BASE BID:								
1		1	LS	238990	F-162.5.4	Clear Fence Line	3,000 ⁻	\$ 3,000 ⁻
2		2,860	LF	238990	F-162.5.6	8-Ft High Chain Link Fence with Barbed Wire	\$ 23.00 ⁻	\$ 65,780 ⁻
3		1,674	LF	238990	F-162.5.5	8-Ft High Chain Link Fence without Barbed Wire	\$ 21.00 ⁻	\$ 35,154 ⁻
4		2	EA	238990	F-162.5.7	20-Ft Vehicle Swing Gate	\$ 1,800 ⁻	\$ 3,600 ⁻
5		3	EA	238990	F-162.5.10	20-Ft Automatic Sliding Cantilever Gate	\$ 6,500 ⁻	\$ 19,500 ⁻
6		2	EA	238990	F-162.5.8	15-Ft Automatic Sliding Cantilever Gate	\$ 5,000 ⁻	\$ 10,000 ⁻
7		1	LS	238210	F-162-5.17	Research, Coordinate with SDG&E and any Permitting Fees for the Preparation of Electrical Plans to Obtain Power for Each Gate Operator Etc.	8,000 ⁻	8,000 ⁻
8		5	EA	238210	F-162-5.18	Run Power from Source to Gate Location, Including Installation of Conduits, Trenching, Backfilling and Pavement Restoration	\$ 5,800 ⁻	\$ 29,000 ⁻

BIDDING DOCUMENTS

Item	S*	Quantity	Unit	NAICS	Specs.	Description	Unit Price	Extension
9		5	EA	238210	Item F-164	Hydraulic Gate Operator with PCC Footing and 2 Bollards	\$ 7,800 ⁻	\$ 39,000 ⁻
10		15	EA	238210	F-162.5.16	Vehicle Detector Loops	\$ 500 ⁻	\$ 7,500 ⁻
11		5	EA	238210	F-162-5.14	Digital Keypad with PCC Footing and 2 Bollards	\$ 800 ⁻	\$ 4,000 ⁻
12		5	EA	238210	F-162-5.15	SDG&E Key Switch	\$ 500 ⁻	\$ 2,500 ⁻
13		5	EA	238990	F-162-5.11	4-Ft Swing Pedestrian Gate	\$ 1,000 ⁻	\$ 5,000 ⁻
14		5	EA	238990	F-162-5.13	Cypher Lock and Gate Closer	\$ 1,000 ⁻	\$ 5,000 ⁻
15		4600	LF	238990	F-162-5.1	Fence Removal	\$ 3.50	\$ 16,100 ⁻
16		1	LS	237990	7-10.2.7	Traffic Control by Shop Drawings	1,000 ⁻	\$ 1,000 ⁻
17		1	LS	541330	801-9.4	Water Pollution Control Program Development	1,000	\$ 1,000 ⁻
18		1	LS	237990	801-9.4	Water Pollution Control Program Implementation	500 ⁻	\$ 500 ⁻
19		1	LS	238990	9-3.5	Bonds (Payment and Performance)	4,000 ⁻	\$ 4,000 ⁻
20		1	AL		9-3.6	Field Order		\$15,000.00
							ESTIMATED BASE BID:\$	\$ 274,634.00

BIDDING DOCUMENTS

Item	S*	Quantity	Unit	NAICS	Specs.	Description	Unit Price	Extension
ADDITIVE ALTERNATE #1								
21		1	LS	238990	F-162.5.4	Clear Fence Line	1,500 ⁻	\$ 1,500 ⁻
22		2,060	LF	238990	F-162.5.6	8-Ft High Chain Link Fence with Barbed Wire	\$ 21.00	\$ 43,260 ⁻
23		1	EA	238990	F-162.5.7	20-Ft Vehicle Swing Gate	\$ 1,800 ⁻	\$ 1,800 ⁻
24		2,060	LF	238990	F-162	Fence Removal	\$ 3.00	\$ 6,180 ⁻
25		1	LS	238990	9-3.5	Bonds (Payment and Performance)	700 ⁻	\$ 700 ⁻
26		1	AL		9-3.6	Field Order		\$4,250.00
TOTAL ADDITIVE ALTERNATE #1: \$							\$ 57,690.00	

BIDDING DOCUMENTS

Item	S*	Quantity	Unit	NAICS	Specs.	Description	Unit Price	Extension
ADDITIVE ALTERNATE #2								
27		1	LS	238990	F-162.5.4	Clear Fence Line	1,500-	\$ 1,500-
28		1,420	LF	238990	F-162.5.6	8-Ft High Chain Link Fence without Barbed Wire	(Twenty) \$ 20 SF	\$ 28,400-
29		1,260	LF	238990	F-162	Fence Removal	\$ 3.00	\$ 3,780-
30		1	LS	238990	9-3.5	Bond (Payments and Performance)	400-	\$ 400-
31		1	AL		9-3.6	Field Order		\$2,444
							TOTAL ADDITIVE ALTERNATE #2: \$	
							36,524.00	
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE #1 & ADDITIVE ALTERNATE #2:\$							368,848.00	

TOTAL BID PRICE FOR BID (Items 1 through 31 inclusive) amount written in words:

three hundred sixty eight thousand eight hundred forty eight and no cents

The names of all persons interested in the foregoing proposal as principals are as follows:

Dan Flud

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.

Bidder: *Lightning Fence Comp. Inc*

Title: *President - DAN FLUD*

Business Address: *15540 El Camino Entrada Poway CA 92064*

Place of Business: *15540 El Camino Entrada Poway CA 92064*

Place of Residence: *15540 El Camino Entrada, Poway CA 92064*

Signature: *[Handwritten Signature]*

BIDDING DOCUMENTS

NOTE 1: DETERMINING THE LOW BIDDER:

- A. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- B. In the case of inconsistency or conflict, between the sums of the Extensions with the Estimated Total Bid, the sum of the Extensions shall govern.
- C. The City shall determine the low bidder based on the Base Bid Alone.
- The City shall determine the low bidder based on the Base Bid plus the following Additive or Deductive Alternate(s): Additive Alternate 1 & Additive Alternate 2.
- The City shall determine the low bidder based on the Base Bid plus Additive or Deductive Alternate(s) in the following priority order: Not Used.

The low bidder shall be the lowest total of the Bid prices on the Base Bid and those Additive or Deductive Alternates that when taken in the order given in this section, and added to or subtracted from the Base Bid, are less than, or equal to, the funding amount of \$ “Not Used” disclosed by the City herein.

	Eng. Estimate					\$1,350,000				
						1st Calculation	2nd Calculation	3rd Calculation	4th Calculation	
	Base	AA1	AA2	AA3	AA4	Base+AA1	Base+AA1+AA2	Base+AA1+AA2+AA3	Base+AA1+AA2+AA3+AA4	
Bidder 1	\$1,000,000	\$100,000	\$150,000	\$200,000	\$250,000	\$1,100,000	\$1,250,000	\$1,450,000	\$1,700,000	
Bidder 2	\$950,000	\$120,000	\$100,000	\$150,000	\$220,000	\$1,070,000	\$1,170,000	\$1,320,000	\$1,540,000	
Bidder 3	\$850,000	\$110,000	\$200,000	\$300,000	\$150,000	\$960,000	\$1,160,000	\$1,260,000	\$1,410,000	
Bidder 4	\$1,100,000	\$80,000	\$140,000	\$145,000	\$145,000	\$1,180,000	\$1,320,000	\$1,465,000	\$1,610,000	

City of San Diego

ADDENDUM "A"

FOR

**BROWN FIELD AIRPORT (SDM)
PERIMETER FENCING - PHASE II**



BID NO. _____ K114160B
SPECIFICATION NO. _____ 4160B
WBS NO. _____ B-00652
CLIENT DEPARTMENT _____ 2111
PROJECT TYPE _____ AA

For which proposals will be received at San Diego, California, until **2:00 p.m. on the 10th day of AUGUST 2010**, at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package.

VOLUME 1:

1. To Wage Rates, ~~DELETE~~ pages 19 through 45 in its entirety and ~~SUBSTITUTE~~ with page 2 of 27 through 27 of 27 of this Addendum "A".

BIDDING DOCUMENTS

NOTE 2: AWARD OF THE CONTRACT:

After the low bidder has been determined under NOTE #1 above, the City may award the contract for the Base Bid alone, or for the Base Bid plus any combination of alternates selected in the City's sole discretion.

NOTE 3: SPECIALTY ITEMS:

If specified in the Supplementary Special Provisions, the bidder shall mark the Specialty Items (marked with "S") per 2-3.2, "Self Performance."

NOTE 4: ADDENDA:

The following addenda have been received and are acknowledged in this bid: [.....^{#1}.....]. If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, this proposal shall be rejected.

1 ADDEN. ACKNO.



BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS:

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion (type) of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed **SHALL** be stated for all subcontractors listed. Failure to comply with this requirement, or failure to provide a "percent value of subcontract" for each subcontractor listed, shall result in the bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General, Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.

NAME AND ADDRESS OF SUBCONTRACTOR	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, or OBE	WHERE CERTIFIED ②
Name: <u>RTS Electric</u> Address: <u>1801 Dresser</u> City: <u>S.D.</u> State: <u>CA</u> Zip: <u>92111</u>	<u>ELEC.</u>	<u>27,000</u>	<u>OBE</u>	<u>—</u>
Name: <u>Silva Green Cos</u> Address: <u>1444 North Ave</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92174</u>	<u>WATER</u> <u>PLUMB</u> <u>PAVE</u> <u>PAVE</u>	<u>44,000</u>	<u>WDBE</u>	<u>CCCP</u> <u>DEPT OF TRANSPORTATION</u> <u>CITY OF S.D.</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____				

25.85 DB

- ① As appropriate, Bidder shall identify subcontractor as:
- Certified Minority Business Enterprise
 - Certified Woman Business Enterprise
 - Certified Disadvantaged Business Enterprise
 - Certified Disabled Veteran Business Enterprise
 - Certified Other Business Enterprise

- MBE
- WBE
- DBE
- DVBE
- OBE
- WDBE

- ② As appropriate, Bidder shall identify subcontractor as:
- City of San Diego
 - State of California Department of Transportation
 - California Public Utilities Commission
 - San Diego Regional Minority Supplier Diversity Council
 - State of California's Department of General Services
 - City of Los Angeles
 - State of California

- CITY
- CALTRANS
- CPUC
- SRMSDC
- CADoGS
- LA
- CA

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**SUBCONTRACTORS
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION IN ALTERNATES

- Bidder shall list all Subcontractors described in the Prime Contractor's Base Bid whose percentage of work will increase or decrease if alternates are selected for award.
- Bidders shall also list additional Subcontractors not described in the Prime Contractor's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion of work or improvements in an amount in excess of one-half of one percent (0.5%).

Address/ Deductive Alternate	Name and Address Subcontractor	Type of Work	Dollar Amount of Contract	MBE, WBE, DBE, DVBE, or OBE	WHERE CERTIFIED
1	Silva 1668 Newell S.D CA 92074	MAT.	5,300	WDBE	CUCP DEPT. OF TRNS CITY OF S.D.
2	Silva 1668 Newell S.D. CA 92074	MAT.	4,800	WDBE	DEPT OF TRNS CUCP CITY OF S.D.

① For information only. As appropriate, Bidder shall identify Subcontractor as:

- MBE Certified Minority Business Enterprise
- WBE Certified Woman Business Enterprise
- DBE Certified Disadvantaged Business Enterprise
- DVBE Certified Disabled Veteran Business Enterprise
- OBE Other Business Enterprise

WDBE

② For information only. As appropriate, Bidder shall indicate if Subcontractor is certified by:

- CITY City of San Diego
- CALTRANS State of California Department of Transportation
- CPUC California Public Utilities Commission.
- SRMSDC San Diego Regional Minority Supplier Diversity Council
- CADOGS State of California's Department of General Services
- LA City of Los Angeles
- CA State of California

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST:

Contractors seeking the recognition of materials and/or supplies obtained from Vendors/Suppliers towards achieving any mandatory subcontracting goals should submit with their bids the *Named Equipment/Material Supplier List*. The *Named Equipment/Material Supplier List*, at a minimum, should have the name, locations (City) and the dollar amount of the Vendors/Suppliers. Contractors will be credited up to 60% of the amount to be paid to the Vendors/Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited.

Bidder is to indicate (Y) whether listed firm is a vendor/supplier or manufacturer. In calculating the Subcontractor Participation Percentage, vendors/suppliers will receive 60% credit of the listed dollar value, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

NAME AND ADDRESS OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER OR VENDOR	MANUFACTURER	MBE, WBE, DVBE, or OBE <input type="checkbox"/>	WHERE CERTIFIED <input type="checkbox"/>
SILVA CONST 1668 NEWTON CA S, 09207	MATERIAL SUPPLIES	5,100 -	Supplier		WBE	CLC P DEPT OF TRANS CITY SD.

① As appropriate, Bidder shall identify Vendor/Supplier as:

- Certified Minority Business Enterprise MBE
- Certified Women Business Enterprise WBE
- Certified Disadvantaged Business Enterprise DBE
- Certified Disabled Veteran Business Enterprise DVBE
- Certified Other Business Enterprise OBE

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② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- City of San Diego CITY
- State of California Department of Transportation CALTRANS
- California Public Utilities Commission. CPUC
- San Diego Regional Minority Supplier Diversity Council SRMSDC
- State of California's Department of General Services CADoGS
- City of Los Angeles LA
- State of California CA

USE ADDITIONAL FORMS AS NECESSARY