

City of San Diego

CONTRACTOR'S NAME: CTE, Inc.
ADDRESS: 9991 Possum Creek Lane, El Cajon, CA 92021
TELEPHONE NO.: 619-561-3633 **FAX NO.:** _____
CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104
B. Friedenreich / E. Wildberger / R. Dinjotian

BIDDING DOCUMENTS



FOR

JOB ORDER CONTRACT (JOC) STREET LIGHTING/TRAFFIC SIGNALS

BID NO.: K-20-1916-JOC-3
SAP NO. (WBS/IO/CC): 11004079
CLIENT DEPARTMENT: 2117
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: IH, IL

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE REQUIREMENTS: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
FEBRUARY 18, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

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



MYRNA DAYTON

Registered Engineer
For City Engineer

1-24-20

Date

Seal:



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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Job Order Contract (JOC) Street Lighting/Traffic Signals**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This Contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$ 4,500,000**.
4. **BID DUE DATE AND TIME ARE: FEBRUARY 18, 2020 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.

For the purpose of determining which prevailing wage determination to be used on each Task Order, use the date of the Request for Cost Proposal/Task Order issued by the City. Task Orders using State and/or Federal funding may include additional requirements. Refer to the Request for Cost Proposal/Task Order issued.

6. **LICENSE REQUIREMENT:** To be eligible for award of this Contract, Prime Contractor must possess the following licensing classifications: **A and C-10**
7. **AWARD PROCESS:**
 - 7.1. This Job Order Contract (JOC) is an Indefinite Delivery/Indefinite Quantity agreement. All City projects, up to the Maximum Contract Amount, that fall within the scope of work described herein will be awarded pursuant to this Contract. The Contractor agrees to perform all work assigned via Task Orders. The amount of work and number of Task Orders to be issued are not yet known.
 - 7.2. The award of these Contracts is contingent upon the Contractors' compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
 - 7.3. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the Contract documents for execution. The City will then award the Contract upon receipt of properly signed Contract Documents.
 - 7.4. The Contracts will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and the City Attorney's Office.

8. **SUBMISSION OF QUESTIONS:**

- 8.1. The Director (or Designee) of Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the

acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Brittany Friedenreich

OR:

BFriedenreich@sandiego.gov

- 8.2.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
 - 8.3.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
- 9. CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an Addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of addenda at the time of Bid submission.
- 10. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each Bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a Contract.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified with a Maximum Bidding Capacity of at least half of the Maximum Contract Amount prior to the Bid submittal date. Bids from Contractors who have not been pre-qualified as applicable may be deemed non-responsive and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the Bid Opening.
- 1.3. Contractors must remain prequalified throughout the duration of the JOC and its Task Orders. At no time during an open Task Order shall a Contractor's prequalification expire, or the Contractor may be deemed non-compliant and in breach of Contract.
- 1.4. At no time can the aggregate dollar value of open Task Orders exceed the Contractor's Maximum Bidding Capacity.
- 1.5. If the Contractor is at its Maximum Bidding Capacity with open Task Orders, the Contractor may not be eligible for a new Task Order until they have completed prior Task Order(s), thus reducing the aggregate dollar value of open Tasks by the amount necessary to take on a new Task Order. The Contractor may request that their prequalification limit be re-evaluated during the term of the Contract.
- 1.6. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting Bids may be deemed responsive and eligible for award if the cumulative maximum Bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.6.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.6.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.6.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.6.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds

in the name of the Joint Venture within 14 Days of receipt by the Bidder of a form of Contract for execution.

- 1.7. Complete information and links to the online prequalification application are available at:

<https://www.sandiego.gov/cip/Bidopps/prequalification>

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

2. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Days after receiving the Contract forms.

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

- 3.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's Bidding system and possess a system-assigned Digital ID in order to submit an electronic Bid.

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

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

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

- 3.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the Bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, Bidders, proposers, the general public, and City staff are able to immediately see the results online. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 3.6. RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 3.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the Bid Due Date and Time.
- 3.7.1. Important Note:** Submission of the electronic Bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the Bidder's submission to upload and be received by the City's eBidding system. It is the Bidder's sole responsibility to ensure their Bids are received on time by the City's eBidding system. The City of San Diego is not responsible for Bids that do not arrive by the required date and time.
- 3.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

4. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 4.1.** The Bidder, by submitting its electronic Bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 4.2.** By submitting an electronic Bid, the Bidder certifies that the Bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its Bid proposal, the Bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 4.3.** The Bidder, by submitting its electronic Bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this Bid are true and correct.
- 4.4.** The Bidder agrees to the construction of the project as described in Attachment "A Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the

Contract Price for a period of 120 Days from the date of bid opening. The duration of the Contract Price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent.

5. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

<https://www.sandiego.gov/purchasing/Bids-Contracts/vendorreg>

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

7. PERFORMANCE AND PAYMENT BONDS

7.1. Performance and Payment Bonds will be required at time of Task Orders.

8. INSURANCE REQUIREMENTS:

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

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

8.3. Additional insurance requirements may be required for Tasks and will be identified in the Task Order Request for Proposal (RFP).

9. BID PRICE SUBMITTAL: This solicitation is for an Adjustment Factor type Contract, based on the City's Unit Price Book (UPB) and provisions as set forth herein.

9.1. The Bidder agrees to perform construction services for the City of San Diego in accordance with these Contract Documents. The Bidder guarantees the Adjustment Factors for a period of 730 Days from the date of award of Contract and for any

Task Order Modifications executed after the expiration of the Contract that are required to complete a Task Order.

- 9.2.** Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Task Order issued under this Job Order Contract using the UPB data with the quoted Adjustment Factors.
- 9.3.** Each Bidder shall submit 2 Adjustment Factors, which shall apply to Pre-priced and Non-Pre-priced Work items. The Adjustment Factors shall be firm for 2 years from the Contract Award Date and for any Task Order Modifications executed after the expiration of the Contract that are required to complete a Task Order.
- 9.3.1.** Pre-Priced items: In the quantities specified in the SOW and at the appropriate prices contained in the UPB.
- 9.3.2.** Non-Pre-priced items: For the sum of the lowest prices obtained from the required number of competitive external quotes.
- 9.4.** The Contractor shall perform all Work items called for in each Task Order's Scope of Work. Each Work item will be multiplied by the quoted Adjustment Factor for **Normal Working Hours (NWH)** or **Other Than Normal Working Hours (OTNWH)** as follows:
- 9.4.1.** Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all Work items that are constructed during **NWH**.
- 9.4.2.** Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all Work items that are constructed during **OTNWH**.
- 9.5.** The Adjustment Factors shall be specified to the fourth decimal place (e.g., 1.1234). Failure to express Adjustment Factors to the fourth decimal place will result in the Bid being **non-responsive** and ineligible for further consideration.
- 9.6.** The Bidder with the lowest Composite Adjustment Factor (CAF) that meets all of the Bid requirements will be considered the Apparent Low Bidder. The Composite Adjustment Factor will be calculated using the following formula:
- $$\text{CAF} = (\text{AF1} \times 0.80) + (\text{AF2} \times 0.20)$$
- 9.7.** The calculation used above is not a forecast of the portions of Normal Working Hour or Other Than Normal Working Hour work that will be assigned to a JOC contract.
- 9.8.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors include, but are not limited to:
1. Overhead, profit, bond premiums, insurance, mobilization of any kind to include equipment, all Federal, State and Local taxes, and the cost of doing business in and for the City.

2. Preparation of all required forms, reports, or documents.
 3. Attendance at Site, Contract, or Project meetings for all staff whether Contractor, Subcontractor, Supplier, or truckers.
 4. Compliance with laws.
 5. Costs to prepare estimates, proposals, submittals, any computer printouts/plots, and Shop Drawings.
 6. Purchase and review of Unit Price Books, UPB software, or both, code books, The GREENBOOK, The WHITEBOOK, and any other codes or manuals referenced in the Contract Documents.
 7. Labor not directly related to construction such as foreman, superintendent, office staff, safety staff, estimation staff, and project management staff.
 8. Review Contract and Task Order documents, order materials, and prepare, negotiate, and finalize proposals.
 9. Site visits to collect information, daily Site cleanup and protection.
 10. Public information or public interface.
 11. Other costs not directly related to installation or construction of a Task Order line item.
- 9.9.** No allowance or payment will be made later for any prices other than UPB data or Non-Pre-Priced Item unit prices.

9.10. UNIT PRICE BOOK

9.10.1. The UPB for the duration of this Job Order Contract (JOC) has been developed by the City and incorporated into the Contract Documents.

9.10.2. PRICE ADJUSTMENT: The Adjustment Factors shall be firm for 2 years from the Contract Award Date. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.

9.10.3. For Task Orders with Prevailing Wage requirements as indicated in the Task Order RFP, use UPB Standard Union Labor Rates in the Task Order Proposals and Task Order change Proposals. Use the UPB pricing for the quarter that corresponds with the RFP issue date. Use UPB "Total O&P" price for all Pre-priced line items. Use the UPB English Measurement System of units and the 2010 Master Format for all Task Order Proposals. The "Total O&P" price will be multiplied by the appropriate Adjustment Factor (Normal Working Hour or Other than Normal Working Hour).

9.10.4. Where possible, the Contractor shall use UPB line items that are inclusive of labor, material, and equipment. UPB line items that include dollar values for services, labor, material, and equipment are deemed to be inclusive of the services, labor, material and equipment required for completing the construction item. For each Task Order, the Contractor shall apply the appropriate labor rates, line items and quantities based on the scope of work required.

10. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other Bidders or from submitting a Bid on its own behalf. Any Bidder who submits more than one Bid will result in the rejection of all Bids submitted.

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

12. AWARD OF CONTRACT OR REJECTION OF BIDS:

12.1. Bidders shall submit two Adjustment Factors to be their competitive Bid price adjustment to the unit prices published in the UPB for Normal Working Hours (NWH) and Other Than Normal Working Hours (ONWH). Incomplete submittals may be rejected as being nonresponsive.

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

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

12.4. A Bidder who is not selected for Contract award may protest the award of a Contract to another Bidder by submitting a written protest in accordance with the San Diego Municipal Code.

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

- 12.6. Each Bid package properly signed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Notice Inviting Bids.
- 12.7. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates or options as detailed herein.

13. BID RESULTS:

- 13.1. The availability of the Bid results on the City's eBidding system shall constitute the public announcement of the apparent low Bidder. In the event that the apparent low Bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The ranking and new Apparent Low Bidder will be adjusted accordingly.
- 13.2. To obtain Bid results, visit the City's eBidding site, request results via e-mail to the City Contact person listed on the cover page of this document; or by U.S. Postal Service by including a self-addressed, stamped envelope, referencing the Bid number. Bid results cannot be given over the telephone.

14. THE CONTRACT:

- 14.1. The Bidder to whom award is made shall execute a written Contract with the City of San Diego and furnish insurance certificates specified by the City within 14 Days after receipt by Bidder of a form of Contract for execution, unless an extension of time is granted to the Bidder in writing.
- 14.2. If the Bidder takes longer than 14 Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this Contract, nor shall any such officer, agent, or employee be liable hereunder.
- 14.3. If the Bidder to whom the award is made fails to enter into the contract, the City Council may declare by resolution that the bidder is debarred and prohibited from bidding on City procurement and Public Works projects for a period of no less than one year, as provided by San Diego Municipal Code §22.0807 (d) (2).
- 14.4. Pursuant to the San Diego City Charter section 94, the City may only award a Public Works Contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 14.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 15. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books data, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (i.e., Bidding Documents). The submission of a Bid or JOC Task Order Proposal 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.
- 16. CITY STANDARD PROVISIONS:** This Contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 16.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug Free Workplace.
- 16.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 16.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 16.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 16.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by Contractors and subcontractors performing public works Contracts.
- 16.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 16.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 17. PRE-AWARD ACTIVITIES:**
- 17.1.** The Contractor selected by the City to execute a Contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to

Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

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

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

19. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount per each Task Order.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-Contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-Contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above.</p>		

21. JOC CONTRACT TERM AND VALUE: Upon issuance of a contract, the City guarantees the Contractor a minimum value of total Work (Minimum Contract Amount) of **\$5,000**, up to a potential maximum value of total Work (Maximum Contract Amount) of **\$4,500,000**. The term of the Contract is 24 months for the issuance of Task Orders or the expenditure of the **\$4,500,000** maximum contract amount, whichever occurs first. All work pursuant to any Task Order issued shall be completed within the time frame specified on the Task

Order Notice to Proceed. The total time for the issuance of Tasks **and** completion of the associated Work shall not exceed five (5) years.

22. TASK ORDERS:

- 22.1.** As the need for Work arises, the City will assign Task Orders by sending to the JOC contractor a Task Order Scope of Work. A Scope Meeting to take place on-site between the City and the JOC Contractor will be scheduled.
- 22.2.** The JOC Contractor must accept and complete **ALL** Task Orders assigned to them by the City. JOC Contractors may not opt-out or decline to accept a Task Order. JOC Contractors who decline to accept a Task Order will be considered in breach of this Contract and may be defaulted.
- 22.3.** JOC Contracts are indefinite in quantity and scope at the time of Bid. Task Orders will be assigned or issued as the need arises for the Work. The Work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders may also include Non-Pre-Priced Items that are not included in the UPB. The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-Pre-Priced Items.

23. TASK ORDER PROPOSAL:

- 23.1.** The JOC Contractor shall present an estimate for the Task Order scope of work using any appropriate Pre-Priced and Non-Pre-Priced items. The JOC Contractor shall, as requested by the City, prepare a cost proposal, reports, or both in electronic format or as directed by the City, and submit them to the City's Public Works Contracts Department within the time frame established in the Task Order Request for Proposal.
- 23.2.** Upon receipt of the Contractor's estimate or cost proposal, the City will compare it to the City's estimate of costs for the Scope of Work. If the JOC Contractor's cost proposal is deemed acceptable, the City may release the Task Order by issuing an NTP at the agreed-upon price.
- 23.3.** The JOC contractor will be required to meet all deadlines and timelines established in the Task Order documents.
- 23.4.** If the City does not accept the cost proposal, the City and the Contractor may negotiate the proposal until an agreement is reached.

24. TASK ORDER PRICE:

- 24.1.** Task Order prices are calculated by selecting applicable construction items from the UPB and multiplying the prices for those construction items by the appropriate quantities and Adjustment Factors in effect as of the date of the Task Order RFP.

- 24.2.** For construction items not included in the UPB, the JOC Contractor will obtain two competitive quotes for the installed price from outside vendors, suppliers or subcontractors and multiply the lowest quote by the appropriate Adjustment Factor. The competitive quotes will include labor, material, equipment, and services to install startup and test the item. Competitive quotes will be valid for 6 months from the time they are received by the City. The City may obtain additional quotes from outside sources for comparison and may use those quotes as a basis for payment.
- 24.3.** The sum of the appropriate Pre-priced and Non-Pre-priced Construction Items multiplied by the appropriate quantities and applicable Adjustment Factor will establish a firm, fixed price for the Task Order. The Contractor will be required to apply the appropriate and actual construction line items and quantities required in the Task Order Scope of Work.

25. TASK ORDER SUBCONTRACTOR INFORMATION:

25.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform Work, labor, render services or who specially fabricates and installs a portion of the Work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the Subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all Subcontractors and shall further state within the description, the **PORTION** of the Work which will be performed by each Subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

26. SUBCONTRACTING PARTICIPATION PERCENTAGES:

26.1. The City has incorporated a mandatory subcontractor participation percentage to enhance competition and maximize subcontracting opportunities.

26.2. The mandatory subcontracting percentage for each Task Order is **10% for SLBE-ELBE firms**, unless specified otherwise by the Task Order RFP.

26.3. Final Task Order costs will be included in the calculation.

26.4. The Contractor shall maintain a participation level at or above the mandatory percentage continuously throughout the term of the contract.

26.5. The Contractor shall submit as requested, during the term of the contract, a subcontractor participation report as required by the City detailing the participation levels for each certification and overall by each Task Order and overall contract.

27. TASK ORDER CHANGES: Line items and quantities for unforeseen conditions and changes in the Work may be requested through a Task Order change only if it is determined during construction that the additional quantities are actually required to complete the Task Order. The City may issue Task Order changes for scope changes and to claim credit for items not actually installed, completed, or cancelled.

28. TASK ORDERS COMMERCIALY FUNDED: For any tasks that are funded utilizing Commercial Paper (CP), Contractor shall, at their expense, substitute for any money withheld by the City (Retention), and securities equivalent to the amount being withheld. As to any such security or securities so substituted for monies withheld, the Contractor shall be the beneficial owner of same and shall receive any accrued interest. Securities shall, at Contractor's expense, be deposited with the City or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to you upon notification by the Engineer that payment can be made. Such notification shall be given at the expiration of 35 Calendar Days from the date of Acceptance, or as prescribed by law, provided however, that there shall be a continued retention of the necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

- 29. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this Contract are also available for review in the office of the City Clerk or Public Works Contracts.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK.** This Notice Inviting Bids is for a Job Order Contract, a competitively bid, fixed priced, indefinite quantity contract. The scope of work includes a collection of detailed repairs and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work under this Contract will be performed for the City of San Diego. The work will include a variety of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work pursuant to this Contract will be performed for the City of San Diego. The work will involve the repair alteration modernization, maintenance, rehabilitation, reconstruction, or construction of City facilities which may include trenching, underground conduit, saw cutting, demolition/install sidewalk or curb and gutter, pulling wires, install concrete/aluminum street lights, install luminaires, installation of intersection traffic signal system/ LED/mast arm, replacing signage and/or traffic striping, etc. or other work included in a JOC Task Order RFP.

 - 1.1.** The Contractor shall furnish all management, documentation, design, and incidental drawings (as required), labor, materials, and equipment needed to perform the Work.
 - 1.2.** The Work shall be performed in accordance with the JOC Task Order RFP Scope of Work and other requirements.
- 2. LOCATION OF WORK:** To be determined by the Task Order.
- 3. CONTRACT TERM:** The Contract Term is two (2) years from the time of JOC Award for the issuance of Task Orders. All work pursuant to any Task Order issued shall be completed within the time frame specified on the Task Order Notice to Proceed. The total time for the issuance of Task Orders **and** completion of the associated Work shall not exceed five (5) years.

ATTACHMENT B

RESERVED

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGE

ATTACHMENT D

PREVAILING WAGE

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

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City

with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

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

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

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

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (C) for Job Order Contracting (JOC).

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** will be identified in each Task Order.

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

1-7.1.3 Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City’s response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

- 2. The City will obtain, at no cost to you, the following permits:
 - a) Refer to Task Order Documents.

SECTION 3 – CONTROL OF THE WORK

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

- 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the Work per each Task Order, unless otherwise specified in the Task Order Scope of Work.

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

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Refer to Task Order Documents.

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
- 2. Substantial Completion, in accordance with 3-13.1.1, "Requirements Before Requesting Substantial Completion", may be completed in phases for this project as defined below:

Phase	Work Description	Limits of Work
1	Refer to Task Order Documents	Refer to Task Order Documents
2	Refer to Task Order Documents	Refer to Task Order Documents

Phase	Work Description	Limits of Work
3	Refer to Task Order Documents	Refer to Task Order Documents

3-13.1.1 Requirements Before Requesting a Walk-through. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 “Redlines and Record Documents”.
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
 - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, “VIDEO INSPECTION”.
 - l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT” shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
 - m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2

Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the

replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warranted free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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

- 2. The list of Separate Contractors includes:
 - a) Refer to Task Order Documents.

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

2. Other adjacent City projects may be scheduled for construction for the same time period in the vicinity of a Task Order. Coordinate the Work with the adjacent projects as listed in the Task Order Documents.

SECTION 4 - CONTROL OF MATERIALS

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

2. The specialty inspections required are listed as follows:
 - a) Refer to Task Order Documents.

4-3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

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

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

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your

indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or

c) premises owned, leased, controlled, or used by you.

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

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

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

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

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

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

5-4.11

Workers' Compensation Insurance and Employers Liability Insurance.

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

2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

5-4.11.1

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

ADD:

5-10.1.3

Weekly Updates Recipients.

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

5-10.2.1

Public Notice by Contractor. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the

form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.

- c) 72 hours in advance of the scheduled resurfacing.

To the "WHITEBOOK", ADD the following:

- 9. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1). Refer to Task Order Documents.

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

- 2. You may be required to retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services". Refer to Task Order Documents.

5-11 NEWSLETTER. To the "WHITEBOOK", ADD the following:

- 2. You shall provide the following information:
 - a) Refer to Task Order Documents.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Virtual Project Manager shall be used on this Contract.
- 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
- 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
- 4. Review and act on all communications addressed to you in the VPM project website.
- 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:
<https://www.sandiego.gov/publicworks/edocref>
- 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

- 10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other

hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.

- a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

5-15.16.1 Monitoring of Potentially Petroleum Contaminated Soil. To the "WHITEBOOK", ADD the following:

5. When applicable, the areas of known or suspected contamination will be specified in the Task Order Documents.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", ADD the following:

- iii. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and Cash Flow Forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
- iv. Refer to the Sample City Invoice materials in the Task Order Documents and use the format shown.

To the "WHITEBOOK", ADD the following:

3. When applicable, the **Calendar Days** for Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT". Refer to the Task Order Documents.

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:

- a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Refer to Task Order Documents.

6-4.2 Extensions of Time. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, “Excusable Delays” unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project’s critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.

4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

1. You shall comply with all requirements of the **Environmental Document** as set forth in the Task Order Documents.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.9

Field Orders. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

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

TABLE 7-3.9

FIELD ORDER LIMITS

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 **FIELD OFFICE FACILITIES.** To the "WHITEBOOK", ADD the following.

2. Refer to Task Order Documents.

SECTION 302 - ROADWAY SURFACING

302-4.5 **Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

The lineal foot contract price for "Gravity Retaining Wall Types A, B, and C" shall include full compensation for furnishing all labor, materials, equipment and incidentals, excavation, backfill, PCC behind the wall, and two (2) coats of anti-graffiti coating in accordance with manufacturers recommendations and Whitebook Section 210-1.1.1, the coating shall have a manufacturer warranty of five years, and all other work necessary to complete in place, as shown on plans and Specifications and as directed by the Engineer.

303-5.9 **Measurement and payment.** To the "WHITEBOOK", ADD the following:

The payment for the installation of new sidewalk shall be included in the Bid Item "Sidewalk" and shall be calculated as square feet.

SECTION 402 - UTILITIES

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

- g) Refer to Task Order Documents for **Appendix - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 COOPERATION. To the "GREENBOOK", ADD the following:

1. Refer to Task Order Documents. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2 foot x 3 foot size) may be required for the following areas:
 - a) Refer to Task Order Documents.

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 700 - MATERIALS

700-5.1 Vehicle Detectors. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type "B". Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop

sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

700-10 CCTV CAMERA MATERIAL REQUIREMENTS.

1. Camera.
 - a) Furnish Bosch CTW-VG5-ITS1080P CCTV cameras or approved equal, and any other camera operating software indicated in the Plans or in the contract documents. Use a dome-type CCTV camera assembly except when other type is specified in the Plans and contract documents. Use only equipment and components that meet the requirements of these minimum specifications.
 - b) Cameras shall be internet protocol (IP) compatible and shall provide the following features and capabilities:
 - i. Day (color)/night (monochrome) switchover and iris control, with user-selectable manual and automatic control capabilities.
 - ii. Ability to produce clear, detailed, and usable video images of the areas, objects, and other subjects visible from a roadside CCTV field site. Ensure that video produced by the camera is true, accurate, distortion free, and free from transfer smear, oversaturation, and any other image defect that negatively impacts image quality under all lighting and weather conditions in both color and monochrome modes.
 - iii. Conforms to the ONVIF Profile S specification.
 - iv. Imager shall be 1/2.8-type Exmor CMOS sensor.
 - v. Effective Picture Elements (pixels) shall be 1944 x 1224 (2.38 MP) or better.
 - vi. Field of View (FOV) shall be 2.3° to 65°.
 - vii. Automatic focus with manual override.
 - viii. Iris shall be automatic with manual override.
 - ix. Memory card slot shall support SD/SDHC/SDXC memory card (maximum 2TB – SDXC).
 - x. Continuous recording of video and audio, alarm/events/schedule recording
 - xi. User-selectable automatic gain control (AGC)

- xii. A minimum signal-to-noise ratio of 50 dB.
- xiii. An automatic electronic shutter that is user selectable from 1/1 to 1/10,000 of a second.
- xiv. A digital signal processor that provides a minimum 12x digital zoom.
- xv. Programmable azimuth and compass display with ability to display pan and tilt position with a 1 degree resolution.
- xvi. Minimum illumination of .00065 lux (B/W) and .0082 lux (Color).
- xvii. Preset accuracy shall be ± 0.1 typ.
- xviii. The camera shall provide quad streaming capabilities.
- xix. Onboard video analytics including trajectories, loitering, enter/exit detection, idle/removed objects, and multiple line crossing.
- xx. Fog detection relay output 24V @ 1A N.O or N.C.
- xxi. Remote storage capabilities: FTP, SFTP, Dropbox, iSCSI and NAS.
- xxii. Titling and masking features, including, but not limited to, programmable camera title, programmable preset titles for each preset position, and programmable privacy zones. Ensure that programmable titles are a minimum of 20 characters per line.

2. **Lens.**

- a) Ensure that the CCTV camera has a minimum 30x motorized optical zoom lens with automatic iris. Ensure that the lens is capable of automatic and manual focus and iris control. Ensure that the lens depth of field provides a clear image of roadside areas under all lighting conditions and that the lens has a maximum aperture of at least f/1.6

3. **Pan/Tilt Mechanism for Dome-Type Cameras.**

- a) Ensure that dome-type CCTV cameras include an integrated pan/tilt mechanism capable of providing 360-degree continuous pan with a minimum 210-degree tilt range; provide variable speed control; have a preset position return accuracy of plus or minus 0.1 degree or better; support a minimum of 256 presets; support a minimum of one tour

with a minimum of 256 scenes; and support a minimum of 24 programmable blackout zones.

- b) Ensure that the positioner within the dome-type CCTV camera has a minimum automatic pan speed of 400 degrees per second to a preset camera position; that the maximum manual pan speed range is variable from 0.1 degree to a minimum of 400 degrees per second; and that maximum manual tilt speed range is adjustable from 0.1 degree to a minimum of 300 degrees per second

4. **Communication.**

- a) Ensure that the CCTV camera supports the National Transportation Communications for ITS Protocol (NTCIP) 1205 v1.08. Ensure that the camera is capable of communication with other devices using Transmission Control Protocol (TCP)/IP, or user datagram protocol (UDP)/IP.

5. **Electrical.**

- a) Ensure that the CCTV camera system operates using a nominal input voltage at the cabinet of 120 volts alternating current (VAC). Ensure that the CCTV camera and positioner operate at 21-30 VAC. Ensure power consumption does not exceed 60 Watts.

6. **Mechanical.**

- a) Provide camera housings and hardware that are light in color or as noted in the Plans.
- b) Ensure that the camera housing has a sunshield to reduce the solar heating of the camera. Ensure that the total weight of dome type CCTV cameras (including the housing, sunshield, and all internal components) is less than 7.0 pounds. Ensure that the lower dome of the camera housing is high-resolution acrylic.
- c) Ensure that the unit is vented with a thermostat-controlled heater and blower. Ensure that the enclosure has a NEMA 4X/IP-66 rating.

7. **Environmental.**

- a) Ensure that the CCTV camera performs all required functions during and after being subjected to an ambient operating temperature range of minus 30°F to 165° F, as defined in the environmental requirements section of the NEMA TS 2 Standard. Verify that the CCTV camera manufacturer certifies its device has successfully completed environmental testing as defined in the environmental requirements section of the NEMA TS 2 Standard.

- b) Ensure that the housing protects the camera and other internal components from rain, dust, corrosive elements, and typical conditions found at a roadside environment. Ensure that the CCTV camera, mounting hardware, and any other camera-related material that is exposed to the environment can withstand 150 mph wind speeds and meet the requirements of the Department’s Structures Manual, Volume 9.

8. **Additional Requirements for IP Cameras.**

a) **Video Encoding.**

- i. The camera shall utilize the Moving Picture Experts Group’s MPEG4 part 10 (H.264) video compression technology in accordance with the ISO and IEC requirements detailed in the ISO/IEC 14496-10:2009 Standard.
- ii. Ensure that the camera is capable of unicast and multicast operation, and that it supports the Differentiated Services/Quality of Service (DiffServ/QoS) software components. Ensure the encoded video can be transmitted utilizing programmable bit rates from 9.6 kbps to 6 Mbps.

b) **Encoded Video Specifications.**

- i. Ensure that the camera’s encoded video supports resolutions that include, but are not limited to, those defined in the Table 700-10 below. Ensure that the camera is capable of delivering color and monochrome video at 30 frames per second (fps) regardless of resolution.

Table 700-10

Resolution Requirements

Format	Resolutions
H.264	256 x 144, 512 x 288, 768 x 432, 1280 x 720, 1920 x 1080

Note: The resolutions attained depend on the data transmission rate.

- c) **Network Interface.**
 - i. Ensure that the camera's local area network (LAN) connection supports the requirements detailed in the IEEE 802.3 Standard for 10/100 Ethernet connections. The camera shall have a minimum of one auto-sensing Ethernet port, which shall be a 10/100 Base-TX RJ45 connection.
 - ii. Ensure that all unshielded twisted pair/shielded twisted pair network cables are compliant with the TIA-568 Standard. Ensure that the network communication conforms to TCP, UDP, Version 4 of the IP, real-time streaming protocol (RTSP), and Version 2 of the internet group multicast protocol (IGMP), at a minimum. Ensure the camera can be controlled via NTCIP using either TCP/IP or UDP/IP.
- d) **Configuration Management.**
 - i. The camera shall support local and remote configuration and management. Configuration and management functions shall include access to all user-programmable features, including but not limited to, network configuration, video settings, device monitoring, and security functions. Ensure that the camera supports configuration and management via telnet login, or a web-based interface.

SECTION 701 – CONSTRUCTION

701-1 **INSTALLATION.** To the "WHITEBOOK", ADD the following

701-1.4 **CCTV Camera Installation**

1. CCTV Camera shall meet material requirements specified in 700-10, "CCTV Camera Material Requirements".
2. Furnish and install a closed-circuit television (CCTV) camera on a pole in accordance with the Plans and as confirmed by the City's Resident Engineer.
3. Ensure that the installed equipment:
 - a) Provides unobstructed video images of the roadway, traffic, and other current conditions around a roadside CCTV field site.
 - b) Responds to camera control signals from the operator.
 - c) Is able to transmit video images to remote locations for observation.
4. Furnish and install the power supplies, local control equipment, and any other camera-related field electronic equipment and transient voltage surge

suppressors within a pole- or base-mounted lockable cabinet. Ensure that the cabinet protects these electrical and electronic devices from rain, dust, dirt, and other harmful elements of nature.

5. Furnish and install all power, video, and data cables necessary to provide connection points for camera video and pan/tilt/zoom (PTZ) control signals within the cabinet. Furnish and install any and all ancillary equipment required to provide a complete and fully operational CCTV camera. Verify that all wiring meets National Electric Code (NEC) requirements where applicable.
6. Ensure that data and video cables from the pole or support structure to the camera are routed inside the mounting hardware and protected from exposure to the outside environment.
7. Coat the exterior of the dome-type enclosure's lower half with a clear, rain repellent product prior to final acceptance.

701-1.4.1 Testing.

1. **General.**

- a) Subject the equipment covered by these specifications to a field acceptance test (FAT). Develop and submit a test plan to the City's Resident Engineer for review and approval. Ensure that the test plan demonstrates each and every functional requirement specified for the device or system under test. The City's Resident Engineer reserves the right to witness all tests.

2. **Field Test Requirements.**

- a) Perform local field operational tests at CCTV field sites according to the following:
- b) Verify that physical construction has been completed as specified
- c) Verify the quality and tightness of ground and surge protector
- d) Verify proper voltages for all power supplies and related power circuits.
- e) Verify all connections, including correct installation of communication and power cables.
- f) Verify that the video signal from the camera is present and of consistent quality at all connection points between the camera, the cabinet, and any video devices therein. Contractor to provide Ethernet switch, if necessary, and/or laptop to test CCTV.
- g) Exercise PTZ and focus in all directions and execute a minimum of three other unique programming commands to ensure that the

communication link between the cabinet and the camera is functioning properly.

701-2

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

6. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal pole, (4) the signal mast arm, and (5) the luminaire mast arm, shall be included in the following Bid items:

- a) "Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm"
- b) "Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm"
- c) "Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm"
- d) "Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm"
- e) "Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm"
- f) "Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm"
- g) "Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm"
- h) "Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm"
- i) "Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm"
- j) "Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm"
- k) "Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm"
- l) "Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm"
- m) "Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm"
- n) "Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm"
- o) "Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm"
- p) "Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm"
- q) "Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm"
- r) "Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm"
- s) "Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm"
- t) "Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm"
- u) "Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm"
- v) "Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm"

7. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal pole, (4) fully operational flashing beacon, and (5) the arm in the case of the Type 9 Pole, shall be included in the following Bid items:

- a) "Type 1-A pole with Solar Powered Flashing Beacon and Foundation"

- b) "Type 9 pole with Solar Powered Flashing Beacon and Foundation"
8. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal or street light pole, and (4) the luminaire mast arm, shall be included in the following Bid items:
- a) "Type 15TS Street Light Pole and Foundation".
 - b) "Type 15 Street Light Pole and Foundation"
 - c) "Direct Burial Concrete Street Light Pole"
9. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal or street light pole, (4) the luminaire mast arm, and (5) the luminaire(s), shall be included in the following Bid items:
- a) "Streetscape Pole Type P-A with Type A1 and Type A2 Luminaires"
 - b) "Streetscape Pole Type P-AP with Type AP Luminaire"
 - c) "Streetscape Pole Type P-C with Type C Luminaire"
 - d) "Streetscape Pole Type P-CE/CL with Type C Luminaire"
 - e) "Streetscape Pole Type P-G with five Type G Luminaires"
 - f) "Streetscape Pole Type P-T with two Type T Luminaires"
10. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, and (3) the signal pole shall be included in the following Bid items:
- a) "7 Foot Type 1-A Pole and Foundation"
 - b) "10 Foot Type 1-A Pole and Foundation"
 - c) "12 Foot Type 1-A Pole and Foundation"
 - d) "14 Foot Type 1-A Pole and Foundation"
 - e) "Pedestrian Pushbutton Post and Foundation"
11. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) installing the street light pole and luminaire furnished by the City, and (4) the pick-up of street light materials at the City's yard shall be included in the Bid item "Install City-Furnished Street Light Pole and Foundation with City-Furnished Luminaire".
12. The Payment for furnishing and installing pedestrian and/or vehicular signal heads and frame onto a traffic signal pole or its traffic signal mast arm, and

furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the following Bid items:

- a) "12" TV-1-T Vehicular Signal (3-section Head)"
- b) "12" TV-2-T Vehicular Signal (3-Section Head)"
- c) "12" SV-1-T Vehicular Signal (3-Section Head)"
- d) "12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)"
- e) "12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)"
- f) "12" SV-3-TA or 12" SV-3-TB Vehicular Signal (Two 3-Section Heads and One 5-Section Head)"
- g) "12" MAS Vehicular Signal (3-Section Head)"
- h) "12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)"
- i) "12" MAS Programmed Visibility Vehicular Signal (3-Section Head)"
- j) "TP-1-T Pedestrian Signal"
- k) "TP-2-T Pedestrian Signal"
- l) "SP-1-T Pedestrian Signal"
- m) "SP-2-T Pedestrian Signal"

13. The Payment for furnishing and installing pedestrian signal heads on existing frame and furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the Bid item "New Countdown Type Pedestrian Signal Head".

14. The Payment for furnishing and installing a luminaire and adaptive control node onto a traffic signal or street light pole's luminaire mast arm, and furnishing and installing the wiring, splicing, and grounding of the luminaire back to the pull box adjacent to the pole, shall be included in the following Bid items:

- a) "Type X - 4000K LED Luminaire with Adaptive Control"
- b) "Type X - 3000K LED Luminaire with Adaptive Control"
- c) "Type Y-INT - 4000K LED Luminaire with Adaptive Control"
- d) "Type Y-MID - 4000K LED Luminaire with Adaptive Control"
- e) "Type Y-INT - 3000K LED Luminaire with Adaptive Control"
- f) "Type Y-MID - 3000K LED Luminaire with Adaptive Control"
- g) "Type Z-INT - 4000K LED Luminaire with Adaptive Control"
- h) "Type Z-MID - 4000K LED Luminaire with Adaptive Control"
- i) "Type Z-INT - 3000K LED Luminaire with Adaptive Control"

- j) "Type Z-MID - 3000K LED Luminaire with Adaptive Control"
15. The Payment for furnishing and installing signs onto a traffic signal pole or its traffic signal mast arm, shall be included in the following Bid Items:
- a) "Sign Mounted on Signal Mast Arm"
 - b) "Sign Mounted on Signal Pole"
16. The payment for furnishing and installing an ADA pushbutton onto existing pole and wiring to the signal controller shall be included in the following Bid items:
- a) "ADA Pedestrian Pushbutton Assembly Type B with Pushbutton Sign"
 - b) "ADA Pedestrian Pushbutton"
17. The payment for furnishing, installing, and programming an accessible pedestrian signal system with (1) Polara 2_wire Navigator APS Push Button Stations w/Type 800-59 Signs and metallic housings with a color that matches color no. 33538 of FED-STD-595 (2) a CCU II EN Control Unit, (3) a Monitoring Unit, and (4) a Configurator, furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the following Bid items:
- a) "Polara Navigator Accessible Pedestrian Signal System with 2 Stations"
 - b) "Polara Navigator Accessible Pedestrian Signal System with 4 Stations"
 - c) "Polara Navigator Accessible Pedestrian Signal System with 6 Stations"
 - d) "Polara Navigator Accessible Pedestrian Signal System with 8 Stations"
18. The payment for furnishing, and installing an Emergency Vehicle Preemption Equipment System with (1) two dual-input dual-output detectors, and (2) phase selector and discriminator assemblies, and furnishing and installing the optical detector cabling of the equipment back to the controller cabinet, shall be included in the Bid item "Emergency Vehicle Preemption System for 4-leg Intersection".
19. The payment for furnishing, and installing an Emergency Vehicle Preemption Equipment System with (1) one dual-input dual-output and one single-input single output detectors, and (2) phase selector and discriminator assemblies, and furnishing and installing the optical detector cabling of the equipment back to the controller cabinet, shall be included in the Bid item "Emergency Vehicle Preemption System for 3-leg Intersection".
20. The payment for furnishing, and installing an Emergency Vehicle Preemption Equipment System with (1) one dual-input dual-output detectors, and (2) phase selector and discriminator assemblies, and furnishing and installing the optical detector cabling of the equipment back to the controller cabinet, shall

be included in the Bid item "Emergency Vehicle Preemption System for 2-leg Intersection".

21. The payment for furnishing and installing (1) the foundation, (2) the controller cabinet, (3) the conduits from the adjacent pull box into the cabinet foundation, and (4) the Controller Assembly per Section 700-3 and Table 700-3.1 of the City of San Diego Standard Specifications for Public Works Construction (the "WHITEBOOK") with all appurtenances necessary to provide a fully operational system and for furnishing and installing the wiring from the service meter to the controller cabinet, shall be included in the following Bid items:
 - a) "Type 332L Cabinet and Foundation with 2070 Controller Assembly"
 - b) "Type 332L Cabinet and Foundation with 170E Controller Assembly"
 - c) "Type 336L Cabinet and Foundation with 170E Controller Assembly"
22. The payment for furnishing and installing (1) the foundation, (2) the 332L/336L controller cabinet, (3) the conduits from the adjacent pull box into the cabinet foundation, and (4) relocating existing controller assembly and all auxiliary equipments shall be included in the following bid items:
 - a) "332L Cabinet and Construct Foundation"
 - b) "336L Cabinet and Construct foundation"
23. The payment for furnishing and installing (1) the foundation, (2) the meter pedestal, (3) the conduit(s) per SDG&E standards from the electrical service point to the meter pedestal foundation, and from the meter pedestal foundation to the adjacent City pull box, (4) the wiring per SDG&E standards from the electric service point to the meter pedestal, and (5) the 30 AMP and 50 AMP fuses, cartridges, and ground rod in the City pull box adjacent to the meter pedestal, shall be included in the Bid item "Type III Meter Pedestal with Foundation".
24. The payment for trenching, furnishing, and installing of electrical conduits, pull ropes, conductors and pavement restoration of and adjacent to the trench shall be included in the following Bid items:
 - a) "3 Inch PVC Conduit in AC Pavement Per SDG&E Standards"
 - b) "2 Inch PVC Conduit in AC Pavement Per City Standards"
 - c) "3 Inch PVC Conduit in AC Pavement Per City Standards"
 - d) "4 Inch PVC Conduit in AC Pavement Per City Standards"
 - e) "Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk Per City Standards"

- f) "Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk Per City Standards"
 - g) "2 Inch PVC Conduit in PCC Pavement Per City Standards"
 - h) "3 Inch PVC Conduit in PCC Pavement Per City Standards"
 - i) "Two 3 Inch PVC Conduits in Same Trench in PCC Pavement Per City Standards"
 - j) "2 Inch PVC Conduit in Soil"
 - k) "3 Inch PVC Conduit in Soil"
 - l) "Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Soil Per City Standards"
 - m) "Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Soil Per City Standards"
25. The payment for furnishing and installing of pull boxes and lids, shall be included in the following Bid items:
- a) "No. 3-1/2 Pull Box"
 - b) "No. 3-1/2 (T) Pull Box"
 - c) "No. 5 Pull box"
 - d) "No. 5 (T) Pull box"
 - e) "No. 6 Pull box"
26. The payment for removing and salvaging signal and/or street light equipment shall include surface restoration, pole base foundation, signal and/or mast arms, signal indications, and /or light fixtures, and shall be paid for in the following bid items:
- a) "Remove and Salvage Existing Signal Pole with Signal Mast Arm and Luminaire Mast Arm"
 - b) "Remove and Salvage Existing Signal Pole with Signal Mast Arm and no Luminaire Mast Arm"
 - c) "Remove and Salvage Existing Signal Pole with no Mast Arms"
 - d) "Remove and Salvage Existing Type-9 Flashing Beacon Pole with Arm"
 - e) "Remove and Salvage Existing Direct Burial Street Light"
 - f) "Remove and Salvage Existing Street Light on a Foundation"
 - g) "Remove Entire Street Light Foundation"

27. The payment for removing and salvaging signal equipment shall be paid for in the following Bid items:
 - a) "Remove and Replace Existing Vehicular or Pedestrian Signal Head on Signal Pole"
 - b) "Remove and Salvage Existing Vehicular Signal Head on Mast Arm"
 - c) "Remove and Salvage Existing Vehicular Signal Head(s) and Mounting Frame on Signal Pole"
 - d) "Remove and Salvage Existing Pedestrian Signal Head(s) and Mounting Frame"
 - e) "Remove and Salvage Existing Pedestrian Push Button"
28. The payment for removing and salvaging traffic sign and post, surface restoration, pole base foundation, and shall be paid for in the Bid item "Remove and Salvage Existing Sign and Post".
29. The payment for removing and reinstalling mast arm mounted traffic signs shall be paid in the Bid item "Remove and Salvage Existing Mast Arm Sign".
30. The payment for (1) furnishing and installing fiber optic cables into existing conduit, (2) installing new/existing fiber optic cables into controller cabinet shall be included in the bid item "Fiber Optic Cable in Existing Conduit"
31. The payment for furnishing and installing 6 Pair #22 SIC (Signal Interconnect Cables) into new/existing conduit shall be included in the bid item "6 Pair #22 SIC (Signal Interconnect Cables)".
32. The payment for furnishing and installing 12 Pair #22 SIC (Signal Interconnect Cables) into new/existing conduit shall be included in the bid item "12 Pair #22 SIC (Signal Interconnect Cables)".
33. The payment for furnishing and installing detector loops, detector lead-in cables back to the traffic controller shall be paid for in the following Bid items:
 - a) "Type E/Type E (Mod) Detector Loop"
 - b) "Type Q Detector Loop"
34. The payment for trenching, furnishing, and replacing of existing traffic detector loop conduit stub shall be paid for in the bid item "Traffic Detector Loop Conduit Stub Replacement".
35. The payment for furnishing, and installing Adaptive Control Node to existing streetlight or signal luminaire shall be paid for in the bid item "Adaptive Control Node".

36. The payment for furnishing, and installing HEB-AA Single-Pole Street Light Fuseholder and Fuse to streetlight or signal circuit shall be paid for in the bid item "HEB-AA Single-Pole Street Light Fuseholder (10 amp)".
37. The payment for furnishing, and installing HEX-AA Double-Pole Street Light Fuseholder and Fuse to streetlight or signal circuit shall be paid for in the bid item "HEX-AA Double-Pole Street Light Fuseholder (30 amp)".
38. The payment for furnishing, and installing a ground rod with the ground clamp, and grounding bushing to streetlight or signal circuit shall be paid for in the Bid item "Grounding Rods, size 3/4x8-10mil, Copper Coat".
39. The payment for furnishing, and installing a house side shield to streetlight luminaire per city standard shall be paid for in the following Bid items:
 - a) "House Side Shield for Type X"
 - b) "House Side Shield for Type Y"
 - c) "House Side Shield for Type Z"
40. The payment for furnishing and installing detector lead-in cable connecting existing traffic signal loops to controller shall be included in the Bid item "Detector Lead-in Cable".
41. The payment for furnishing and installing electrical conductors or cables into existing conduit shall be included in following the Bid items:
 - a) "3-Conductor Cable"
 - b) "5-Conductor Cable"
 - c) "12-Conductor Cable"
 - d) "#6 Conductor Cable"
 - e) "#8 Conductor Cable"
 - f) "#10 Conductor Cable"
 - g) "Fiber Optic Cable in Existing Conduit"
42. The payment for furnishing and installing a fully operational video detection system to the traffic signal shall be paid in the following Bid items:
 - a) "Video Detection System (1 Camera)"
 - b) "Video Detection System (2 Cameras)"
43. The payment for furnishing and installing a fully operational CCTV camera system to the traffic signal shall be paid in the Bid item "CCTV Camera system".

44. The payment for the additional processes and material to provide a painted traffic signal or street light pole shall be paid in bid item "Paint traffic signal or street light pole".
45. The payment for splicing fiber optic cables shall be paid in the following Bid items:
 - a) "Splice 24 Strand Single Mode Fiber Optic Cable"
 - b) "Splice 84 Strand Single Mode Fiber Optic Cable"
 - c) "Splice 96 Strand Single Mode Fiber Optic Cable"
 - d) "Splice 288 Strand Single Mode Fiber Optic Cable"
 - e) "Splice 8 Strand Multi Fiber Optic Cable"
46. The payment for furnishing and installing Type K object markers and surface mounting shall be included in Bid item "Furnish & Install Type K marker sign & post".
47. The payment for adjusting existing electrical pull box to grade shall be included in the Bid Item for "Adjust Existing Pull Box to Grade".

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

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

5. Refer to Task Order Documents for any applicable biological monitoring Work required for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-3.7 Payment. To the "WHITEBOOK", item 3, subsection "g", DELETE in its entirety and SUBSTITUTE with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

FOR JOC PROJECTS, TECHNICALS AND/OR APPENDICES WILL BE INCLUDED WITH THE TASK ORDER DOCUMENTS

ATTACHMENT F
UNIT PRICE BOOK (UPB)

I/We agree to the construction of Job Order Contract, for the construction of **Job Order Contract (JOC) Street Lighting/Traffic Signals** at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
1	1	AL	237310	2-2.3	WB	Caltrans Encroachment Permit (EOC Type I)	Per Task Order
2	1	LS	238910	300-1.4	WB	Clearing and Grubbing (10% of contract)	Per Task Order
3	1	CY	237310	401-7	WB	Additional Pavement Removal & Disposal	\$80.00
4	1	CY	237310	300-2.9	GB	Excavate and Export (Unclassified)	\$120.00
5	1	EA	237310	403-5	WB	Adjust Existing Manhole Frame and Cover to Grade	\$500.00
6	1	EA	237310	403-5	WB	Adjust Existing Gate Valve Frame and Cover to Grade	\$55.00
7	1	EA	237310	701-2	SSP	Adjust Existing Electrical Pull Box to Grade	\$500.00
8	1	EA	238210	701-2	SSP	Type E/Type E (Mod) Detector Loop	\$450.00
9	1	EA	238210	701-2	SSP	Type Q Detector Loop	\$450.00
10	1	EA	238210	701-2	SSP	Traffic Detector Loop Conduit Stub Replacement	\$200.00
11	1	TON	237310	404-12	WB	Removal of Humps, Lumps, and Pavement Irregularities	\$63.00
12	1	SF	237310	404-12	WB	Cold Mill AC Pavement (0 inch - 1½ inch)	\$0.35
13	1	SF	237310	404-12	WB	Cold Mill AC Pavement (> 1½ inch - 3 inch)	\$0.40
14	1	SF	237310	404-12	WB	Cold Mill AC Pavement (> 3 inch)	\$0.50
15	1	SF	237310	404-12	WB	Cold Milling of Additional Asphalt Concrete with Pavement Fabric Material	\$3.00
16	1	LF	237310	404-12	WB	Removal of Humps & Pavement Irregularities	\$50.00
17	1	LB	237310	302-15.5	WB	Crack Seal	\$2.00
18	1	TON	237310	301-1.7	WB	Asphalt Pavement Repair	\$80.00
19	1	TON	237310	301-1.7	WB	Miscellaneous Asphalt Patching	\$80.00
20	1	TON	237310	302-5.9	WB	Asphalt Concrete	\$79.00
21	1	TON	237310	302-7.4	WB	Asphalt Concrete ½ Inch Leveling Course	\$89.50
22	1	CY	238910	302-6.8	GB	Concrete Pavement 1.5 Inch thick)	\$150.00
23	1	CY	238910	302-6.8	GB	Concrete Pavement 2 Inch thick)	\$175.00
24	1	CY	238910	302-6.8	GB	Concrete Pavement 3 Inch thick)	\$200.00
25	1	CY	237310	302-6.8	GB	Bus Stop Pad	\$10.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
26	1	SY	237310	302-7.4	WB	Pavement Fabric	\$10.00
27	1	LF	237310	303-5.9	GB	Curb and Gutter (6 Inch Curb, Type G)	\$57.23
28	1	LF	237310	303-5.9	GB	Curb and Gutter (6 Inch Curb, Type H)	\$57.23
29	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-1)	\$50.07
30	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-2)	\$57.23
31	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-3)	\$57.23
32	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-4)	\$57.23
33	1	EA	237310	303-5.9	WB	Contractor Date Stamps and Impressions	\$100.00
34	1	SF	237310	303-5.9	WB	Remove and Replace Existing Sidewalk	\$15.00
35	1	LF	237310	303-5.9	WB	Additional Curb and Gutter Removal and Replacement	\$70.00
36	1	LF	237310	303-5.9	GB	Curb and Gutter (Rolled)	\$50.00
37	1	SF	237310	303-5.9	GB	Cross Gutter	\$12.00
38	1	SF	237310	303-5.9	GB	Alley Apron	\$9.00
39	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	\$5,436.38
40	1	EA	237310	303-5.10.2	WB	Curb Ramp (Case A) with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
41	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	\$5,007.19
42	1	EA	237310	303-5.10.2	WB	Curb Ramp (Case B) with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
43	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type C) with Stainless Steel Detectable Warning Tiles	\$5,436.38
44	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	\$4,291.88
45	1	SF	237310	303-5.9	SSP	Sidewalk	\$4.75
46	1	CY	237310	303-6.1.2	WB	Colored Concrete	\$600.00
47	1	CY	237310	303-8.10	GB	Pervious Concrete	\$720.00
48	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	\$50.00
49	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2'	\$65.00
50	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	\$150.00
51	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	\$230.00
52	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	\$320.00
53	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	\$420.00
54	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	\$115.00
55	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	\$180.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
56	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	\$260.00
57	1	LF	238110	303-1.12	SSP	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	\$340.00
58	1	CY	237110	306-15.1	WB	Additional Bedding	\$20.00
59	1	TON	237310	306-15.9	GB	Temporary Resurfacing	\$100.00
60	1	TON	237110	306-15.11	WB	Imported Trench Backfill	\$30.00
61	1	FT	237110	306-15.1	GB	Sidewalk Underdrain Pipe (3" to 6" Diameter)	\$100.00
62	1	EA	238210	701-2	SSP	Type 15 Street Light Pole and Foundation	\$4,200.00
63	1	EA	238210	701-2	SSP	Type 15TS Street Light Pole and Foundation	\$4,500.00
64	1	EA	238210	701-2	SSP	Direct Burial Concrete Street Light Pole	\$4,000.00
65	1	EA	238210	701-2	SSP	Install City-Furnished Street Light Pole and Foundation with City-Furnished Luminaire	\$3,000.00
66	1	EA	238210	701-2	SSP	Streetscape Pole Type P-A with Type A1 and Type A2 Luminaires	\$8,000.00
67	1	EA	238210	701-2	SSP	Streetscape Pole Type P-AP with Type AP Luminaire	\$8,000.00
68	1	EA	238210	701-2	SSP	Streetscape Pole Type P-C with Type C Luminaire	\$8,000.00
69	1	EA	238210	701-2	SSP	Streetscape Pole Type P-CE/CL with Type C Luminaire	\$8,000.00
70	1	EA	238210	701-2	SSP	Streetscape Pole Type P-G with five Type G Luminaires	\$11,002.19
71	1	EA	238210	701-2	SSP	Streetscape Pole Type P-T with two Type T Luminaires	\$8,000.00
72	1	EA	238210	701-2	SSP	Type X - 4000K LED Luminaire with Adaptive Control	\$1,000.00
73	1	EA	238210	701-2	SSP	Type X - 3000K LED Luminaire with Adaptive Control	\$1,000.00
74	1	EA	238210	701-2	SSP	Type Y-INT - 4000K LED Luminaire with Adaptive Control	\$1,200.00
75	1	EA	238210	701-2	SSP	Type Y-MID - 4000K LED Luminaire with Adaptive Control	\$1,200.00
76	1	EA	238210	701-2	SSP	Type Y-INT - 3000K LED Luminaire with Adaptive Control	\$1,200.00
77	1	EA	238210	701-2	SSP	Type Y-MID - 3000K LED Luminaire with Adaptive Control	\$1,200.00
78	1	EA	238210	701-2	SSP	Type Z-INT - 4000K LED Luminaire with Adaptive Control	\$1,500.00
79	1	EA	238210	701-2	SSP	Type Z-MID - 4000K LED Luminaire with Adaptive Control	\$1,500.00
80	1	EA	238210	701-2	SSP	Type Z-INT - 3000K LED Luminaire with Adaptive Control	\$1,500.00
81	1	EA	238210	701-2	SSP	Type Z-MID - 3000K LED Luminaire with Adaptive Control	\$1,500.00
82	1	EA	238210	701-2	SSP	Adaptive Control Node	\$300.00
83	1	EA	238210	701-2	SSP	HEB-AA Single-Pole Street Light Fuseholder (10 amp)	\$51.78
84	1	EA	238210	701-2	SSP	HEX-AA Double-Pole Street Light Fuseholder (30 amp)	\$83.11

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
85	1	EA	238210	701-2	SSP	House Side Shield for Type X	\$500.00
86	1	EA	238210	701-2	SSP	House Side Shield for Type Y	\$500.00
87	1	EA	238210	701-2	SSP	House Side Shield for Type Z	\$500.00
88	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in AC Pavement Per SDG&E Standards	\$50.00
89	1	LF	238210	701-2	SSP	2 Inch PVC Conduit in AC Pavement Per City Standards	\$40.00
90	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in AC Pavement Per City Standards	\$50.00
91	1	LF	238210	701-2	SSP	4 Inch PVC Conduit in AC Pavement Per City Standards	\$60.00
92	1	LF	238210	701-2	SSP	Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk Per City Standards	\$80.00
93	1	LF	238210	701-2	SSP	Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk per City Standards	\$100.00
94	1	LF	238210	701-2	SSP	2 Inch PVC Conduit in PCC Pavement Per City Standards	\$60.00
95	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in PCC Pavement Per City Standards	\$70.00
96	1	LF	238210	701-2	SSP	Two 3 Inch PVC Conduits in Same Trench in PCC Pavement Per City Standards	\$90.00
97	1	LF	238210	701-2	SSP	2 Inch PVC Conduit in Soil	\$15.00
98	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in Soil	\$20.00
99	1	LF	238210	701-2	SSP	Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Soil Per City Standards	\$35.00
100	1	LF	238210	701-2	SSP	Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Soil per City Standards	\$45.00
101	1	EA	238210	701-2	SSP	332L Cabinet and Construct Foundation	\$3,000.00
102	1	EA	238210	701-2	SSP	336L Cabinet and Construct Foundation	\$3,000.00
103	1	EA	238210	701-2	SSP	Type 332L Cabinet and Foundation with 2070 Controller Assembly	\$19,000.00
104	1	EA	238210	701-2	SSP	Type 332L Cabinet and Foundation with 170E Controller Assembly	\$18,000.00
105	1	EA	238210	701-2	SSP	Type 336L Cabinet and Foundation with 170E Controller Assembly	\$18,000.00
106	1	LF	238210	701-2	SSP	3-Conductor Cable	\$1.50
107	1	LF	238210	701-2	SSP	5-Conductor Cable	\$2.00
108	1	LF	238210	701-2	SSP	12-Conductor Cable	\$2.50
109	1	LF	238210	701-2	SSP	#6 Conductor Cable	\$2.04

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
110	1	LF	238210	701-2	SSP	#8 Conductor Cable	\$1.70
111	1	LF	238210	701-2	SSP	#10 Conductor Cable	\$1.50
112	1	EA	238210	701-2	SSP	Grounding Rods, size 3/4x8-10mil, Copper Coat	\$100.00
113	1	LF	238210	701-2	SSP	Detector Lead-In Cable	\$1.36
114	1	LF	238210	701-2	SSP	6 Pair #22 SIC (Signal Interconnect Cables)	\$2.04
115	1	LF	238210	701-2	SSP	12 Pair #22 SIC (Signal Interconnect Cables)	\$2.73
116	1	EA	238210	701-2	SSP	No. 3-1/2 Pull Box	\$700.00
117	1	EA	238210	701-2	SSP	No. 3-1/2 (T) Pull Box	\$800.00
118	1	EA	238210	701-2	SSP	No. 5 Pull Box	\$900.00
119	1	EA	238210	701-2	SSP	No. 5 (T) Pull Box	\$1,200.00
120	1	EA	238210	701-2	SSP	No. 6 Pull Box	\$1,000.00
121	1	EA	238210	701-2	SSP	7 Foot Type 1-A Pole and Foundation	\$1,610.00
122	1	EA	238210	701-2	SSP	10 Foot Type 1-A Pole and Foundation	\$1,710.00
123	1	EA	238210	701-2	SSP	12 Foot Type 1-A Pole and Foundation	\$1,810.00
124	1	EA	238210	701-2	SSP	14 Foot Type 1-A Pole and Foundation	\$1,910.00
125	1	EA	238210	701-2	SSP	Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm	\$10,650.00
126	1	EA	238210	701-2	SSP	Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm	\$11,700.00
127	1	EA	238210	701-2	SSP	Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm	\$11,280.00
128	1	EA	238210	701-2	SSP	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$12,260.00
129	1	EA	238210	701-2	SSP	Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm	\$12,540.00
130	1	EA	238210	701-2	SSP	Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm	\$13,240.00
131	1	EA	238210	701-2	SSP	Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	\$12,540.00
132	1	EA	238210	701-2	SSP	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$13,240.00
133	1	EA	238210	701-2	SSP	Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm	\$13,380.00
134	1	EA	238210	701-2	SSP	Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm	\$14,080.00
135	1	EA	238210	701-2	SSP	Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm	\$16,740.00
136	1	EA	238210	701-2	SSP	Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm	\$14,780.00
137	1	EA	238210	701-2	SSP	Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm	\$16,740.00
138	1	EA	238210	701-2	SSP	Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm	\$14,780.00
139	1	EA	238210	701-2	SSP	Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm	\$16,600.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
140	1	EA	238210	701-2	SSP	Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm	\$18,420.00
141	1	EA	238210	701-2	SSP	Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm	\$17,300.00
142	1	EA	238210	701-2	SSP	Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm	\$19,120.00
143	1	EA	238210	701-2	SSP	Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm	\$26,820.00
144	1	EA	238210	701-2	SSP	Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm	\$29,480.00
145	1	EA	238210	701-2	SSP	Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm	\$33,120.00
146	1	EA	238210	701-2	SSP	Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm	\$35,780.00
147	1	EA	238210	701-2	SSP	12" TV-1-T Vehicular Signal (3-Section Head)	\$974.19
148	1	EA	238210	701-2	SSP	12" TV-2-T Vehicular Signal (3-Section Head)	\$1,400.00
149	1	EA	238210	701-2	SSP	12" SV-1-T Vehicular Signal (3-Section Head)	\$800.00
150	1	EA	238210	701-2	SSP	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)	\$1,300.00
151	1	EA	238210	701-2	SSP	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)	\$1,600.00
152	1	EA	238210	701-2	SSP	12" SV-3-TA or 12" SV-3-TB Vehicular Signal (Two 3-Section Heads and One 5-Section Head)	\$1,962.00
153	1	EA	238210	701-2	SSP	12" MAS Vehicular Signal (3-Section Head)	\$885.63
154	1	EA	238210	701-2	SSP	12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)	\$1,117.25
155	1	EA	238210	701-2	SSP	12" MAS Programmed Visibility Vehicular Signal (3-Section Head)	\$2,180.00
156	1	EA	238210	701-2	SSP	TP-1-T Pedstrian Signal	\$735.75
157	1	EA	238210	701-2	SSP	TP-2-T Pedstrian Signal	\$1,144.50
158	1	EA	238210	701-2	SSP	SP-1-T Pedstrian Signal	\$700.00
159	1	EA	238210	701-2	SSP	SP-2-T Pedstrian Signal	\$1,000.00
160	1	EA	238210	701-2	SSP	Pedstrian Pushbutton Post and Foundation	\$1,000.00
161	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 2 Stations	\$6,000.00
162	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 4 Stations	\$8,000.00
163	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 6 Stations	\$10,000.00
164	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 8 Stations	\$12,000.00
165	1	EA	238210	701-2	SSP	ADA Pedestrian Pushbutton	\$180.00
166	1	EA	238210	701-2	SSP	ADA Pedestrian Pushbutton Assembly Type B with Pushbutton Sign	\$200.00
167	1	EA	238210	701-2	SSP	Emergency Vehicle Preemption System for 4-leg Intersection	\$9,500.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
168	1	EA	238210	701-2	SSP	Emergency Vehicle Preemption System for 3-leg Intersection	\$8,500.00
169	1	EA	238210	701-2	SSP	Emergency Vehicle Preemption System for 2-leg Intersection	\$8,500.00
170	1	EA	238210	701-2	SSP	Video Detection System (1 Camera)	\$7,000.00
171	1	EA	238210	701-2	SSP	Video Detection System (2 Cameras)	\$10,000.00
172	1	EA	238210	701-2	SSP	CCTV Camera system	\$6,500.00
173	1	EA	238210	701-2	SSP	Type 1-A pole with Solar Powered Flashing Beacon and Foundation	\$2,030.00
174	1	EA	238210	701-2	SSP	Type 9 pole with Solar Powered Flashing Beacon and Foundation	\$8,190.00
175	1	EA	238210	701-2	SSP	Paint traffic signal or street light pole	\$1,021.88
176	1	EA	238210	701-2	SSP	Splice 24 Strand Single Mode Fiber Optic Cable	\$3,828.63
177	1	EA	238210	701-2	SSP	Splice 84 Strand Single Mode Fiber Optic Cable	\$4,785.10
178	1	EA	238210	701-2	SSP	Splice 96 Strand Single Mode Fiber Optic Cable	\$6,534.55
179	1	EA	238210	701-2	SSP	Splice 288 Strand Single Mode Fiber Optic Cable	\$12,500.94
180	1	EA	238210	701-2	SSP	Splice 8 Strand Multi Fiber Optic Cable	\$3,828.63
181	1	LF	238210	701-2	SSP	Fiber Optic Cable in Existing Conduit	\$5.00
182	1	EA	237310	701-2	WB	Pedestrian Barricade (Type A)	\$3,000.00
183	1	EA	237310	701-2	WB	Protective Railing at Curb Ramps	\$2,500.00
184	1	EA	238210	701-2	WB	Remove Existing Street Light	\$2,000.00
185	1	EA	238210	701-2	SSP	New Countdown Type Pedestrian Signal Head	\$125.00
186	1	EA	238210	701-2	SSP	Remove and Salvage Existing Signal Pole with Signal Mast Arm and Luminaire Mast Arm	\$1,500.00
187	1	EA	238210	701-2	SSP	Remove and Salvage Existing Signal Pole with Signal Mast Arm and no Luminaire Mast Arm	\$1,300.00
188	1	EA	238210	701-2	SSP	Remove and Salvage Existing Signal Pole with no Mast Arms	\$1,000.00
189	1	EA	238210	701-2	SSP	Remove and Salvage Existing Type-9 Flashing Beacon Pole with Arm	\$1,300.00
190	1	EA	238210	701-2	SSP	Remove and Salvage Existing Direct Burial Street Light	\$600.00
191	1	EA	238210	701-2	SSP	Remove and Salvage Existing Street Light on a Foundation	\$900.00
192	1	EA	238210	701-2	SSP	Remove Entire Street Light Foundation	\$350.00
193	1	EA	238210	701-2	SSP	Remove and Salvage Existing Mast Arm Sign	\$300.00
194	1	EA	238210	701-2	SSP	Remove and Salvage Existing Pedestrian Push Button	\$100.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
195	1	EA	238210	701-2	SSP	Remove and Replace Existing Vehicular or Pedestrian Signal Head on Signal Pole	\$120.00
196	1	EA	238210	701-2	SSP	Remove and Salvage Existing Vehicular Signal Head on Mast Arm	\$200.00
197	1	EA	238210	701-2	SSP	Remove and Salvage Existing Vehicular Signal Head(s) and Mounting Frame on Signal Pole	\$170.00
198	1	EA	238210	701-2	SSP	Remove and Salvage Existing Pedestrian Signal Head(s) and Mounting Frame	\$150.00
199	1	EA	238210	701-2	SSP	Type III Meter Pedestal with Foundation	\$3,500.00
200	1	EA	237310	403-5	WB	Adjust Existing Survey Monuments to Grade	\$135.00
201	1	LF	237310	314-4.3.7	GB	Painted Traffic Stripes and Painted Curb Markings	\$1.50
202	1	LF	237310	314-2.3	GB	Remove Existing Limit Line and/or Crosswalk	\$6.00
203	1	LF	237310	314-4.4.6	WB	Thermoplastic Traffic Striping	\$6.00
204	1	SF	237310	314-4.4.6	WB	Continental Crosswalks	\$6.00
205	1	SF	237310	314-4.4.6	WB	Thermoplastic Pavement Markings	\$4.00
206	1	LF	237310	314-2.3	GB	Removal of Traffic Striping and Curb Markings	\$6.00
207	1	LF	237310	314-2.3	GB	Remove Curb Markings	\$3.00
208	1	SF	237310	314-3.3	GB	Remove Pavement Markings	\$3.00
209	1	EA	237310	314-5.7	GB	Retroreflective Pavement Marker	\$5.00
210	1	EA	237310	314-5.7	GB	Non-retroreflective Pavement Marker	\$5.00
211	1	DAY	541690	6-4.3	GB	Payment for Delays	\$50.00
212	1	LF	237110	306-3.3.5.5	WB	Handling and Disposal of Non-friable Asbestos Pipe Material	\$30.00
213	1	AL	237310	601-7	WB	Portable Changeable Message Signs (EOC Type I)	\$5,000.00
214	1	LS	238990	400-1.1.1	WB	Video Recording of Pre-existing Conditions	\$1,000.00
215	1	EA	238210	701-2	SSP	Sign Mounted on Signal Mast Arm	\$200.00
216	1	EA	238210	701-2	SSP	Sign Mounted on Signal Pole	\$150.00
217	1	EA	238210	701-2	SSP	Furnish & Install Type K marker sign & post	\$250.00
218	1	EA	238210	701-2	WB	Install Traffic Sign on Post	\$400.00
219	1	EA	238210	701-2	WB	Remove and Reinstall Traffic Signs	\$300.00
220	1	EA	238210	701-2	SSP	Remove and Salvage Existing Traffic Sign and Post	\$150.00
221	1	LS	541330	1001-4.2	WB	WPCP Development	\$1,000.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
222	1	LS	237990	1001-4.2	WB	WPCP Implementation	\$3,000.00
223	1	LS	541330	1001-3.7	WB	SWPPP Development	Per Task Order
224	1	LS	237990	1001-3.7	WB	SWPPP Implementation	Per Task Order
225	1	AL	541330	1001-3.7	WB	SWPPP Permit Fee (EOC Type I)	Per Task Order
226	1	LS	237310	601-7	WB	Traffic Control (5% of contract)	
227	1	AL		7-3.9	WB	Field Orders - Type II (5% of contract)	

ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and CTE, Inc., herein called "Contractor" for **Job Order Contract (JOC) Street Lighting/Traffic Signals**; Bid No. **K-20-1916-JOC-3**; for a Composite Adjustment Factor of .9400 comprised of AF1 .9400, **Normal Working Hours (NWH)**, and **AF2 .9400, Other Than Normal Working Hours (OTNWH)**.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

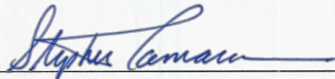
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Proposal included in the Bid documents by the Contractor.
 - (b) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (c) That certain documents entitled **Job Order Contract (JOC) Street Lighting/Traffic Signals** on file in the office of the Public Works Department as Document No. **11004079**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this Contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Job Order Contract (JOC) Street Lighting/Traffic Signals**, Bid Number, **K-20-1916-JOC-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This Contract is effective as of the date that the City Attorney signs the agreement.
6. The City shall guarantee the Contractor a minimum value of total Work (Minimum Contract Amount) of **\$5,000** up to a potential maximum value of total Work (Maximum Contract Amount) of **\$4,500,000**. The period during which new Task Orders may be issued pursuant to this contract is 24 months or the expenditure of the **\$4,500,000**, whichever comes first. The total Contract term, including the completion of all tasks, may not exceed 5 years.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3103 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Ryan P. Gerrity
Deputy City Attorney

Date: 9/1/2020

Date: 9/04/2020

CONTRACTOR

By 

Print Name: Reginald Clark

Title: CFO/Treasurer

Date: 2/19/2020

City of San Diego License No.: 82002001614

State Contractor's License No.: 786098

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000011764

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids:

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. DEBARMENT AND SUSPENSION CERTIFICATION**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
N/A					

Contractor Name: CTE inc.

Certified By: Reginald Clark
Name

Title: CEO/Treasurer/Manager

[Signature]
Signature

Date: 2/12/2020



USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name <u>CTE inc.</u>	DBA		
Street Address <u>9991 Possum Creek Lane</u>	City <u>El Cajon</u>	State <u>CA</u>	Zip <u>92021</u>
Contact Person, Title <u>Reginald Clark</u>	Phone <u>619-561-3633</u>	Fax <u>619-561-7686</u>	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name <u>William Clark</u>	Title/Position <u>CEO/President</u>
City and State of Residence <u>El Cajon, CA</u>	Employer (if different than Bidder/Proposer)
Interest in the transaction <u>Owner 60% : Engaged in communications with City</u>	
Name <u>Andrea Clark</u>	Title/Position <u>Secretary</u>
City and State of Residence <u>El Cajon, CA</u>	Employer (if different than Bidder/Proposer)
Interest in the transaction <u>Directing or Supervising the actions of persons engaged in communications with City</u>	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

<u>Reginald Clark, CFO/Treasurer</u>		<u>2/12/2020</u>
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name <u>CTE inc.</u>	DBA		
Street Address <u>9991 Possum Creek Lane,</u>	City <u>El Cajon</u>	State <u>CA</u>	Zip <u>92021</u>
Contact Person, Title <u>Reginald Clark, CFO/treasurer</u>	Phone <u>619-561-3633</u>	Fax <u>619-561-7686</u>	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name <u>Reginald Clark</u>	Title/Position <u>CFO/treasurer/Manager</u>
City and State of Residence <u>El Cajon, CA</u>	Employer (if different than Bidder/Proposer)
Interest in the transaction <u>Directly engaged in submitting bids and proposals and</u>	
Name <u>Owner 40% Engaged in Communications with City</u>	Title/Position <u>CFO/treasurer/Manager</u>
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

<u>Reginald Clark, CFO/treasurer</u>		<u>2/12/2020</u>
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors* who have been *debarred or suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract awards*, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
William Clark	CEO/President/Owner
Reginald Clark	CEO/Treasurer/Manager/Owner
Andrea Clark	Secretary

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

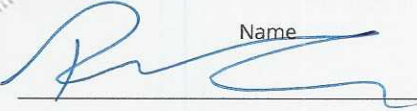
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: CTE inc.

Certified By: Reginald Clark

Title: CEO/Treasurer/Manager


 Name

Date: 2/12/2020

Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions

ADDITIONAL FUNDING AGENCY REQUIREMENTS – FOR REFERENCE ONLY

SUBCONTRACTING PARTICIPATION REQUIREMENTS – PER TASK

1. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- 1.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.
- 1.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
- 1.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor’s compliance with the federal requirements set forth below.
- 1.4. The following are federally subcontracting participation percentages. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive Alternates and Type II Allowance Bid Items will not be included in the calculation.

FAA or FHWA- CERTIFIED DBE Bidder(s) shall meet the DBE goal or have a good faith effort. They receive no credit toward the goal for their own DBE status. The City has determined that the following goals shall apply to this project:

DBE Percentage **X.X%**

The Contractor shall meet the Project specific goals for DBE’s as outlined in the Specifications or satisfy GFE documentation requirements.

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

California State Water Resources Control Board - Clean Water State Revolving Fund (CWSRF):

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

Note: MBEs and WBEs shall be certified by EPA, SBA, DOT or by state, local,

Tribal, or private entities whose certification criteria match EPAs in order to be counted toward MBE/WBE accomplishments. MBEs and WBEs are a part of the larger universe of DBEs.

California Department of Public Health Service - Safe Drinking Water State Revolving Fund (SDWSRF):

	MBE*	WBE*
1. Construction	11%	4%
2. Supplies	2%	2%
3. Services	4%	2%
4. Equipment (combined in above)	2%	1%

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

Federal Emergency Management Agency, DHS (FEMA), Department of Interior (DOI), Department of Energy (DOE), and Department of Housing and Urban Development (HUD):

1. Small Disadvantaged Business (SDB):	5%
2. Women-Owned Small Business (WoSB):	5%
3. HUBZone Small Business (HubZone):	3%
4. Service Disabled Veteran-owned Small Business (SDVoSB):	3%

****THE AS-NEEDED INFORMATION IN THIS ATTACHMENT IS PROVIDED AS A COURTESY TO BIDDERS. PREVAILING WAGE RATES SHALL STILL APPLY AND SHALL BE BASED ON THE TASK REQUEST FOR PROPOSAL DATE****

1. Notice of Requirements for Affirmative Action to Ensure EEO (Executive Order 111246) ..
2. Non-discrimination Provisions for Federally Assisted Construction Contracts and Projects

3. Equal Opportunity Clauses
4. Standard Federal Equal Employment Specifications
5. Violation of Breach of Requirements
6. Monthly Employment Utilization Reports
7. Records of Payments to DBE.....
8. Federal Wage Requirements for Federally Funded Projects
9. State Requirements for Contracts Subject to State Prevailing Wage Requirements.....
10. Wage Rates
11. Section 3 of the Housing and Urban Development Act of 1968.....
12. Federal Labor Standards Provisions (CDBG).....
13. Federal Labor Standards Provisions (All other Federal).....
14. Agency Specific Provisions.....
15. DBE Potential Resources Centers
16. Good Faith Effort Documentation Submittals
17. Forms
- EPA FORM 6100-2 DBE Subcontractor Participation Form
- EPA FORM 5700-52A MBE/WBE Utilization Forms
- CWSRF Form 1 Good Faith Effort List of Subcontractors Solicited.....
- CWSRF Form 2 Good Faith Effort Bids Received List.....
- CWSRF Form 3 DBE / Contractor Certification
- CWSRF Form 4 DBE Prime Contractor / Recipient Selected
- CWSRF Form 5 Summary of Bids Received from Subcontractors, Suppliers and Brokers..
- SDWSRF DBE Information Form
- SDWSRF Verification of Qualifications
- Form AA61 List of Work Made Available.....
- Form AA62 Summary of Bids Received.....
- Form AA63 Good Faith Effort List of Subcontractors Solicited
- Final Report – Utilization of DBE, First Tier Subcontractors
- Monthly DBE/UDBE Trucking Verification
- Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts.....
- Subcontracting Request.....
- Exhibit 15-H DBE Information – Good Faith Efforts
- Disadvantaged Business Enterprises (DBE) Certification Status Change FHWA PR-1391....
18. Appendix
- DBE Good Policy Statement For FAA Contracts
19. Certificate of Insurance (Worker’s Compensation)
20. Insurance Endorsement (Worker’s Compensation)
21. Certificate of Insurance (Liability)

- 22. Insurance Endorsement (Liability).....
- 23. Certificate of Compliance
- 24. Notice of Materials to be Used
- 25. Caltrans Standard Specification Division 1 – General Provisions.....
- 26. Caltrans Standard Specification (Additional Divisions).....

FOR REFERENCE ONLY

FOR REFERENCE ONLY

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

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

1.1. 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:

	Goal
1. Minority Participation:	16.9%
2. Female Participation:	6.9%

1.2. 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.

1.3. 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.

1.4. 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.

1.5. 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.

2. NONDISCRIMINATION PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND PROJECTS:

2.1. 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.

3. EQUAL OPPORTUNITY CLAUSES:

3.1. 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.
4. Age Discrimination Act of 1975, Pub. L. 94-135.
5. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.
6. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).
7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
8. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 4.1.** The Contractor is required to comply with the 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.
- 4.2.** The Contractor shall take specific affirmative actions 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 actions 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 2 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, participate in training programs for the area, or both 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 1 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.

5. VIOLATION OR BREACH OF REQUIREMENTS:

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

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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

7. RECORDS OF PAYMENTS TO DBEs:

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

8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 8.1. The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.2. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for

women in construction and revised goals and time-tables for minorities in construction.

- 8.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 8.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 8.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 8.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 8.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
- 9. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

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

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

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

9.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

9.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

9.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week,

unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 9.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 9.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 9.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 9.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 9.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

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

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

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

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

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

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

9.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 9.12 above. (Labor code section 1773.3).

10. WAGE RATES. This contract shall be subject to the following Davis-Bacon Wage Decisions and will be determined at time of Task Order issuance.

11. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

- 11.1.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- 11.2.** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 11.3.** The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 11.4.** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 11.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

12. FEDERAL LABOR STANDARDS PROVISIONS:

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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ref. Handbook 1344.1

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false.... shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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form HUD-4010 (06/2009)

ref. Handbook 1344.1

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Previous editions are obsolete

form HUD-4010 (06/2009)
ref. Handbook 1344.1

13. FEDERAL LABOR STANDARDS PROVISIONS (Office of the Secretary of Labor 29 CFR 5):

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Federal Agency or its designee shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding. The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current

address of each covered worker, and shall provide them upon request to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or, owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.59(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

b. Contract Work Hours and Safety Standards Act. The provisions of this paragraph b are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (b)(1) of this section.

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

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

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

14. AGENCY SPECIFIC PROVISIONS:

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

14.1. All EPA Funded Contracts:

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

5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.
6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.
7. Good Faith Efforts:
 - b) The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The "Good Faith" effort requires the Contractor and any Subcontractors to take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services even if the Contractor has achieved its fair share objectives.
 - c) If the Contractor awards subcontracts, it shall require the Subcontractors to take the steps in these specifications.
 - d) For the EPA defined GFE, see the steps below:
 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available."
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development

Agency (MDBA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.

6. If the Contractor awards Subcontracts, the Contractor shall take the steps in paragraphs (1) through (5) above.

14.1.1. Semiannual DBE Utilization Reporting:

The Contractor shall report to the City on a semiannual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise Subcontractors and Suppliers using EPA Form 5700-52A.

15. DBE POTENTIAL RESOURCES CENTERS:

- 15.1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 15.2. For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 15.3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 15.4. Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 1. <http://www.sba.gov>
 2. <http://www.ccr.gov>
 3. <http://www.mbda.gov>
- 15.5. If DBE sources are not located, explain why and describe the efforts made.
- 15.6. The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 15.7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form

AA62. If a low bid was not accepted, an explanation shall be provided.

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

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/ ¹
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/ ²
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov ³
San Francisco, CA 94105	RE: Business Development Centers

15.1. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC) ⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.

5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

16. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

- 16.1. The affirmative GFE steps documentation shall be submitted **within 4 Working Days of the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.
- 16.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750, (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

17. FORMS:

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

- 17.1.1. **E-BIDDING FORMS** - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-2 DBE Subcontractor Participation Form
2. EPA Form 5700-52A MBE/WBE Utilization Forms
3. Form AA61: List of Work Made Available
4. Form AA62: Summary of Bids Received
5. Form AA63 Good Faith Effort List of Subcontractors Solicited

- 17.1.2. **CERTIFICATIONS AND FORMS** - See EPA forms 6100-2, 6100-3, and 6100-4 for additional required information to comply with EPA requirements. These forms are included in the Contract Documents or shall be obtained from: http://www.epa.gov/osbp/dbe_forms.htm. The following EPA forms in shall

be completed and submitted with the Bid. Failure to include any of the forms shall cause the Bid to be deemed non-responsive.

1. EPA FORM 6100-3: DBE Subcontractor Performance Form
2. EPA FORM 6100-4: DBE Subcontractor Utilization Form

18. AGENCY SPECIFIC PROVISIONS:

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

18.1. All EPA Funded Contracts:

1. Federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 - Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).
2. The responsive Bid shall conform to GFE to increase DBE awareness of procurement opportunities through race and gender neutral efforts. Race and gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance.
3. Bidder agrees that it will cooperate with and assist the City in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise GFE to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the Bidder shall, in the selection of Subcontractors, and Suppliers for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative GFE steps.
4. In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share objectives" as specified in the Notice Inviting Bids.
5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.
6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.
7. Good Faith Efforts:
 - a) The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The "Good Faith" effort requires the Contractor and any

Subcontractors to take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services even if the Contractor has achieved its fair share objectives.

- b) If the Contractor awards subcontracts, it shall require the Subcontractors to take the steps in these specifications.
- c) For the EPA defined GFE, see the steps below:
 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available."
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MDBA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.
 6. If the Contractor awards Subcontracts, the Contractor shall take the steps in paragraphs (1) through (5) above.

18.1.1. Semiannual DBE Utilization Reporting:

The Contractor shall report to the City on a semiannual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise Subcontractors and Suppliers using EPA Form 5700-52A.

18.1.2. Clean Water State Revolving Fund (CWSRF) Projects Only:

18.1.3. For contracts subject to CWSRF, refer to Subsection 18.1, "All EPA Funded Contracts" above and the following:

18.1.4. The Bidder shall take affirmative steps prior to Bid opening to assure that MBE's and WBE's are used whenever possible as sources of supplies, construction and services.

18.1.5. The affirmative steps are defined for contracts funded by the California State Water Resources Control Board as follows:

1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs. SBA's database is <http://www.ccr.gov/>
2. For additional assistance, the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. There are contact phone numbers listed in Step 3 that will assist you in reaching the 2 offices if the Internet is unavailable. Do not write to these sources.
3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE Subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
4. Include qualified DBEs on solicitation lists (CWSRF Form 1) and record the information. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 1. <http://www.sba.gov>
 2. <http://www.ccr.gov>
 3. <http://www.mbda.gov>
5. If DBE sources are not located, explain why and describe the efforts made.
6. The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of the Work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of GFE shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all Subcontractors, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form 5. If a low bid was not accepted, an explanation shall be provided.
8. See "DBE Potential Resources Centers" Section in a later part these specifications.

19. DBE POTENTIAL RESOURCES CENTERS:

- 19.1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 19.2. For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 19.3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 19.4. Include qualified DBEs on solicitation lists and record the information on Form 1. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 1. <http://www.sba.gov>
 2. <http://www.ccr.gov>
 3. <http://www.mbda.gov>
- 19.5. If DBE sources are not located, explain why and describe the efforts made.
- 19.6. The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 19.7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form 5. If a low bid was not accepted, an explanation shall be provided.

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

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/ ¹
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/ ²
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov/ ³
San Francisco, CA 94105	RE: Business Development Centers

19.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC) ⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

20. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

20.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

21. FORMS:

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

21.1.1. E-BIDDING FORMS - The following CWSRF forms shall be completed and submitted within **4 Working Days of the Bid** opening. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-2: DBE Subcontractor Participation Form
2. EPA Form 5700-52A: MBE/WBE Utilization Forms
3. Form AA61: List of Work Made Available
4. CWSRF Form 1: Good Faith Effort List of Subcontractors Solicited
5. CWSRF Form 2: Good Faith Effort Bids Received List
6. CWSRF Form 3: DBE/Contractor Certification
7. CWSRF Form 4: DBE Prime Contractor/Recipient Selected
8. CWSRF Form 5: Summary of Bids Received from Subcontractors, Suppliers and Brokers

21.1.2. CERTIFICATIONS AND FORMS - See EPA forms 6100-2, 6100-3, and 6100-4 for additional required information to comply with EPA requirements. These forms are included in the Contract Documents or shall be obtained from: http://www.epa.gov/osbp/dbe_forms.htm. The following EPA forms shall be completed and submitted with the Bid. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-3: DBE Subcontractor Performance Form
2. EPA FORM 6100-4: DBE Subcontractor Utilization Form

22. AGENCY SPECIFIC PROVISIONS:

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

22.1. All EPA Funded Contracts:

1. Federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 - Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).
2. The responsive Bid shall conform to GFE to increase DBE awareness of procurement opportunities through race and gender neutral efforts. Race and gender neutral efforts are ones which increase awareness of contracting

opportunities in general, including outreach, recruitment and technical assistance.

3. Bidder agrees that it will cooperate with and assist the City in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise GFE to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the Bidder shall, in the selection of Subcontractors, and Suppliers for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative GFE steps.
4. In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share objectives" as specified in the Notice Inviting Bids.
5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.
6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.
7. Good Faith Efforts:
 - a) The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The "Good Faith" effort requires the Contractor and any Subcontractors to take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services even if the Contractor has achieved its fair share objectives.
 - b) If the Contractor awards subcontracts, it shall require the Subcontractors to take the steps in these specifications.
 - c) For the EPA defined GFE, see the steps below:
 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available."
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MDBA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.
6. If the Contractor awards Subcontracts, the Contractor shall take the steps in paragraphs (1) through (5) above.

22.1.1. Safe Drinking Water State Revolving Fund (SDWSRF) Contracts:

22.1.2. For contracts subject to SDWSRF, refer to Subsection 22.1, "All EPA Funded Contracts" above and the following:

1. Each Bid shall include submission of Disadvantaged Business Enterprise Information Form, identifying each proposed Subcontractor and Supplier for the Project.
2. Using the Disadvantaged Business Enterprise Information Form, the Bidder shall provide the following information for each proposed Subcontractor and Supplier:
 1. firm's name;
 2. contact person;
 3. entity's mailing address,
 4. telephone number;
 5. e-mail address;
 6. the procurement on which the proposed Subcontractor and Supplier quoted, and when; and
 7. proposed Subcontractor and Supplier status as a DBE or non-DBE.
3. The Apparent Low Bidder shall submit documentation showing that, prior to Bid opening, the required GFE was made. The documentation shall be received by the City within **4 Working Day** following Bid opening, except the Disadvantaged Business Enterprise Information Form, which is to be submitted with the Bid.

Failure to submit Disadvantaged Business Enterprise Information Form with the Bid will cause the Bid to be rejected as **non-responsive**.

4. If the Apparent Low Bidder is rejected or considered as non-responsive or has any non-responsive low DBE Subcontractor, a complete explanation must be provided to the City.
5. Using the Verification of Qualification form below, Apparent Low Bidder shall provide evidence of certification by a federal, state, or local government entity for each DBE firm to be utilized. Such certification documentation shall be submitted within 4 Working Days following bid opening.
6. If additional procurement becomes necessary after the Award of the Contract, the GFE shall be applied, and, if DBE Subcontracts are awarded, Verification of Qualification shall be provided to the City by the Contractor within 10 Working Days following the award of each new Subcontract.
7. Any deviation from the information contained in Disadvantaged Business Enterprise Information Form shall not result in a reduction of DBE participation without prior approval of the City.
8. Failure of the Apparent Low Bidder to perform the 6 affirmative GFE steps prior to Bid opening, to submit Disadvantaged Business Enterprise Information Form with its bid, or both will lead to Bid being declared non-responsive. The City may then award the contract to the next low responsive, responsible Bidder meeting the requirements of these contract provisions.
9. The Contractor shall provide each proposed Subcontractor and Supplier copies of EPA Form 6100-2 and EPA Form 6100-3.
10. See "DBE Potential Resources Centers" Section in a later part these specifications.

22.1.3. Semiannual DBE Utilization Reporting:

The Contractor shall report to the City on a semiannual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise Subcontractors and Suppliers using EPA Form 5700-52A.

23. DBE POTENTIAL RESOURCES CENTERS:

- 23.1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 23.2. For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources

- 23.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 23.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
1. <http://www.sba.gov>
 2. <http://www.ccr.gov>
 3. <http://www.mbda.gov>
- 23.5.** If DBE sources are not located, explain why and describe the efforts made.
- 23.6.** The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 23.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 23.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/ ¹
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/ ²
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov ³
San Francisco, CA 94105	RE: Business Development Centers

23.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

24. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

24.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

25. FORMS:

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

25.1.1. E-BIDDING FORMS - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-2 DBE Subcontractor Participation Form
2. EPA Form 5700-52A MBE/WBE Utilization Forms
3. SDWSRF DBE Information Form
4. SDWSRF Verification of Qualification
5. Form AA61 List of Work Made Available
6. Form AA62 Summary of Bids Received
7. Form AA63 Good Faith Effort List of Subcontractors Solicited

25.1.2. CERTIFICATIONS AND FORMS - See EPA forms 6100-2, 6100-3, and 6100-4 for additional required information to comply with EPA requirements. These forms are included in the Contract Documents or shall be obtained from: http://www.epa.gov/osbp/dbe_forms.htm. The following EPA forms **shall be completed and submitted with the Bid**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. EPA FORM 6100-3 DBE Subcontractor Performance Form
2. EPA FORM 6100-4 DBE Subcontractor Utilization Form

26. AGENCY SPECIFIC PROVISIONS:

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening, and to submit the forms located in Volume 2 with the Bid will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

26.1. HUD Requirements

26.1.1. Affirmative Good Faith Effort Steps shall include the 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 Subcontractors to take the affirmative steps listed in this section.
7. See "DBE Potential Resources Centers" Section in a later part these specifications. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

27. DBE POTENTIAL RESOURCES CENTERS:

27.1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.

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

27.3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

27.4. Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:

1. <http://www.sba.gov>
2. <http://www.ccr.gov>
3. <http://www.mbda.gov>

- 27.5.** If DBE sources are not located, explain why and describe the efforts made.
- 27.6.** The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of “good faith” efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 27.7.** A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 27.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/ ¹
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/ ²
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov/ ³
San Francisco, CA 94105	RE: Business Development Centers

- 27.9.** State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599

Name and Address	Telephone and Web Site
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

28. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

28.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101

SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

29. FORMS:

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

29.2. E-BIDDING FORMS - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

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

30. AGENCY SPECIFIC PROVISIONS:

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

30.1. DOE Requirements:

30.1.1. The Contractor shall take all necessary affirmative steps listed in 10 CFR600.236(e)(2)(i) through (vi) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

30.1.2. Affirmative GFE steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's 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 small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Subcontractors, if subcontracts are to be let, to take the affirmative steps listed in this section.
7. The City will only accept certifications for the mandatory goals determined by the Department of Energy from the U.S. Small Business Administration (SBA) and the U.S. Department of Commerce Minority Business Development Agency (MBDA). Failure to solicit subcontractors from these agencies and to advertise for the required certifications will result in a bid deemed non compliant with the affirmative steps and therefore will be deemed **non-responsive**.
8. See "DBE Potential Resources Centers" Section in a later part these specifications. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

31. DBE POTENTIAL RESOURCES CENTERS:

- 31.1.** Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 31.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 31.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 31.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 1. <http://www.sba.gov>
 2. <http://www.ccr.gov>
 3. <http://www.mbda.gov>
- 31.5.** If DBE sources are not located, explain why and describe the efforts made.
- 31.6.** The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall

adequately specify the items for which bids are requested. The record of “good faith” efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

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

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

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov ³
San Francisco, CA 94105	RE: Business Development Centers

31.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep

Name and Address	Telephone and Web Site
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

32. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

- 32.2.** The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

33. FORMS:

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

- 33.1.1. E-BIDDING FORMS** - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

8. Form AA61 List of Work Made Available
9. Form AA62 Summary of Bids Received
10. Form AA63 Good Faith Effort List of Subcontractors Solicited

34. AGENCY SPECIFIC PROVISIONS:

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

34.1. DOI Funded Contracts:

- 34.1.1.** The Contractor shall take all necessary affirmative GFE steps listed in 43 CFR12.76(e)(2)(i) through (vi) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

34.1.2. Affirmative GFE steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's 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 small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Subcontractors, if subcontracts are to be let, to take the affirmative steps listed in this section.
7. DBE Potential Resources Centers. See "DBE Potential Resources Centers." Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

35. DBE POTENTIAL RESOURCES CENTERS:

- 35.1.** Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 35.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 35.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

35.4. Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:

1. <http://www.sba.gov>
2. <http://www.ccr.gov>
3. <http://www.mbda.gov>

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

35.6. The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

35.7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62 If a low bid was not accepted, an explanation shall be provided. Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600 San Francisco, CA 94105	PRO-Net Database: http://www.ccr.gov/ ¹
RE: Minority Enterprise Development Offices	Bid Notification: http://web.sba.gov/subnet/ ²
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency 211 Main Street, Room 1280 San Francisco, CA 94105	Phoenix/ Opportunity Database: http://www.mbda.gov ³
	RE: Business Development Centers

35.8. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.

5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

36. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

- 36.1.** The affirmative GFE steps documentation shall be submitted **within 4 Working Days of the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.
- 36.2.** The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

37. FORMS:

- 37.1.** The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms.
- 37.2. E-BIDDING FORMS** - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed non-responsive.

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

38. AGENCY SPECIFIC PROVISIONS:

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

38.1. Funded Contracts:

- 38.1.1.** 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.
- 38.1.2.** 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.
- 38.1.3.** To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City specifies a goal for Disadvantaged Business Enterprises (DBEs)
- 38.1.4.** The Bidder shall make Work available to DBEs and select Work parts consistent with available DBE Subcontractors and Suppliers.
- 38.1.5.** The Bidder Proposer shall meet the DBE goal shown in the Notice Inviting Bids or demonstrate that it made adequate GFE to meet this goal. Include a completed copy of the Form AA61, "List of Work Made Available" with the GFE documentation.
- 38.1.6.** It is the Bidder's responsibility to verify that the DBE 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.
- 38.1.7.** Only DBE participation will count towards the DBE goal. DBE participation will count towards the City's Annual Anticipated DBE Participation Level (AADPL) and the California statewide goal.
- 38.1.8.** Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:
1. 100% counts if the materials or supplies are obtained from a DBE manufacturer.
 2. 60% counts if the materials or supplies are obtained from a DBE regular dealer.
 3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

38.1.10. Subcontracting Participation Goals:

1. 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.
2. The Bidder is required to meet the Project specific percentages for DBE's as outlined in the Notice Inviting Bids or satisfy good faith documentation requirements.
3. 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.

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

39. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

39.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

40. FORMS:

40.1. The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these

specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms.

40.2. E-BIDDING FORMS - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. Form AA61 List of Work Made Available

41. APPENDIX:

1. DBE Policy Statement For FAA Contracts Only

42. AGENCY SPECIFIC PROVISIONS:

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening, and to submit the forms located in Volume 2 with the Bid will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

42.1. FHWA Requirements (Contracts via Caltrans)

42.1.1. The Bidders' attention is directed to the provisions in Section 2, "Bidding," of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.

42.1.2. Bidders shall be fully informed with respect to the requirements of the DBE Regulations and take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBEs) have opportunity to participate in the contract.

42.1.3. The Contractors 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 project specific goal methodology required for all Caltrans funded projects.

42.1.4. See the Notice Inviting Bids for the Subcontracting Participation requirements.

42.1.5. The Bidder's attention is directed to the provisions in Section 5, "Control of Work," of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.

42.1.6. The Contractor shall complete the following forms and shall submit the

forms in accordance with the Caltrans Standard Specifications:

1. Final Report – Utilization of DBE, First Tier Subcontractors
2. Monthly DBE Trucking Verification
3. Exhibit 15-G Local Agency Bidder DBE Commitment
4. Subcontracting Request
5. Exhibit 15-H DBE Information-Good Faith Efforts
6. DBE Certification Status Change
7. FHWA PR-1391

43. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

43.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
525 B STREET, SUITE 750 (7TH FLOOR), MS. 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. _____

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

44. FORMS:

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

44.1.1. E-BIDDING FORMS - The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. Final Report – Utilization of DBE, First Tier Subcontractors

2. Monthly DBE / DBE Trucking Verification
3. Exhibit 15 G - Local Agency Bidder DBE Commitment
(Construction Contracts)
4. Subcontracting Request
5. Exhibit 15-H DBE Information-Good Faith Efforts
6. DBE Certification Status Change
7. FHWA PR-1391

FOR REFERENCE ONLY

FUNDING AGENCY PROVISIONS

FORMS

FOR REFERENCE ONLY



**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form**

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

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

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

¹ A DBE is a Disadvantage, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

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

Multiple horizontal lines for reporting concerns.

Subcontractor Signature	Print Name
Title	Date

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

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

PART I. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30), _____		1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input type="checkbox"/> <input type="checkbox"/> Semi-Annual (Oct-Mar) <input type="checkbox"/> Semi-Annual (Apr-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).			
1C. REVISION OF A PRIOR REPORT? <input type="checkbox"/> Yes <input type="checkbox"/> No Year: _____ Quarter: _____		BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:			
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator):		3A. RECIPIENT NAME AND ADDRESS			
2B. EPA DBE COORDINATOR Name: E-mail:	2C. PHONE: Fax:	3B. RECIPIENT REPORTING CONTACT: Name: E-mail:	3C. PHONE: Fax:		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:			
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____	5B. If NO procurement and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs. <input type="checkbox"/> <input type="checkbox"/>				
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)					
5D. Were sub-awards issued under this assistance agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> Were contracts issued under this assistance agreement ? Yes <input type="checkbox"/> No <input type="checkbox"/>					
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)					
	Construction	Equipment	Services	Supplies	Total
\$MBE:	_____	_____	_____	_____	_____
\$WBE:	_____	_____	_____	_____	_____
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE				TITLE	
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE				DATE	

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700_52a.pdf

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

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

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 12/22/13)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	Quarterly Reporting Due Date	Semiannual Reporting Due Date	Annual Reporting Due Date
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

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

B. Definitions:

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

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

A minority business enterprise (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and

directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

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

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

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

Good Faith Efforts

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

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

6. Require that each party to a subgrant, subagreement, or contract award take the Good Faith Effort outlined here.

C. Instructions for Part I:

1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2010 falls within Federal fiscal year 2011**)

1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.

1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.

2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at www.epa.gov/osbp. Click on "Regional Contacts" for the name of your coordinator.

3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4a. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New DBE Rule.

4b. Refer back to Assistance Agreement document for this information.

5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

5b. Self-explanatory.

5c. Provide the total dollar amount of ALL procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

5e. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter, or semiannual period, under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
7. Name and title of official administrator or designated reporting official.
8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

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

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

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

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 3

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

CONTRACTOR CERTIFICATION

Firm Name:		Phone:	
Address:			
Principal Service or Product:	Bid Amount \$		
PLEASE INDICATE PERCENTAGE OF OWNERSHIP			
<input type="checkbox"/> DBE ____% Ownership			
<input type="checkbox"/> Prime Contractor		<input type="checkbox"/> Supplier of Material/Service	
<input type="checkbox"/> Subcontractor		<input type="checkbox"/> Broker	
<input type="checkbox"/> Sole Ownership		<input type="checkbox"/> Corporation	
<input type="checkbox"/> Partnership		<input type="checkbox"/> Joint Venture	
Certified by:		Title:	
DBE Sub (ORIGINAL SIGNATURE AND DATE REQUIRED)			
Name:			Date:

IMPORTANT: CONTRACTORS CAN NO LONGER SELF-CERTIFY. THEY MUST BE CERTIFIED BY EPA, SMALL BUSINESS ADMINISTRATION (SBA), DEPARTMENT OF TRANSPORTATION (DOT) OR BY STATE, LOCAL, TRIBAL OR PRIVATE ENTITIES WHOSE CERTIFICATION CRITERIA MATCH EPA'S. PROOF OF CERTIFICATION MUST BE PROVIDED. A COPY OF THE CONTRACTOR CERTIFICATION MUST BE SUBMITTED WITH THIS FORM.

THIS FORM MUST BE SUBMITTED WITHIN 4 WORKING DAYS AFTER THE BID OPENING DATE.

January 2009

**Clean Water State Revolving Fund Loan Program DBE Instructions
FORM 4 (Attachment B)**

PRIME CONTRACTOR/RECIPIENT

SELECTED DISADVANTAGE BUSINESS ENTERPRISE (DBE)

CONTRACT RECIPIENTS NAME:		CONTRACT NO. OR SPECIFICATION NO.:	
PROJECT DESCRIPTION:		PROJECT LOCATION:	
PRIME CONTRACTOR INFORMATION			
NAME AND ADDRESS (Include Zip Code, Federal Employer Tax ID #):		AMOUNT OF CONTRACT \$	
PHONE:			
DBE INFORMATION			
<input type="checkbox"/> NONE*		NAME AND ADDRESS (INCLUDE ZIP CODE)	
<input type="checkbox"/> DBE			
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> BROKER	PHONE:	
AMOUNT OF CONTRACT \$			
WORK TO BE PERFORMED			
<input type="checkbox"/> DBE		NAME AND ADDRESS (INCLUDE ZIP CODE)	
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE:	
WORK TO BE PERFORMED			
<input type="checkbox"/> DBE		NAME AND ADDRESS (INCLUDE ZIP CODE)	
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE:	
WORK TO BE PERFORMED			
<input type="checkbox"/> DBE		NAME AND ADDRESS (INCLUDE ZIP CODE)	
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE:	
WORK TO BE PERFORMED			
TOTAL DBE AMOUNT: \$ _____			
SIGNATURE OF PERSON COMPLETING FORM: _____			
TITLE: _____ PHONE: _____ DATE: _____			

***Negative reports are required. ORIGINAL SIGNATURE AND DATE REQUIRED. Failure to complete and submit this form within 4**

Working Days of bid opening will cause bid to be rejected as non-responsive.

January 2009

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

WATER SYSTEM NAME:	WATER SYSTEM NUMBER-PROJECT NUMBER:.
PROJECT DESCRIPTION:	PROJECT LOCATION:

PRIME CONTRACTOR INFORMATION

NAME/ADDRESS: Name of firm Contact person Address, City, Zip Phone Email <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT/ENGINEER(A/E) <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER/SERVICE (S/S)
AMOUNT OF CONTRACT/BID: \$ _____	

SUBCONTRACTOR INFORMATION

<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER	NAME /ADDRESS: Name of firm Contact person Address, City, Zip Phone Email
TYPE OF CONTRACT	
CONTRACT AMOUNT \$	
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER	NAME /ADDRESS: Name of firm Contact person Address, City, Zip Phone Email
TYPE OF CONTRACT	
CONTRACT AMOUNT \$	
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICE <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER	NAME /ADDRESS: Name of firm Contact person Address, City, Zip Phone Email
TYPE OF CONTRACT	
CONTRACT AMOUNT \$	

SUBCONTRACTING PARTICIPATION PERCENTAGES FOR MBE & WBE PARTICIPATION

	% MBE	% WBE
Construction	14%	6%
Equipment	13%	19%
Services	31%	32%
Supplies	22%	14%

FORM COMPLETED BY:		
NAME	TITLE	PHONE
SIGNATURE	DATE	EMAIL

DBE Contractor Information Form (06/09 rev)

Additional pages attached



Failure to complete and submit this form with bid - Will cause the bid to be rejected as non-responsive

MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE (MBE/WBE)¹
VERIFICATION OF QUALIFICATION

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT

Firm Name:	Phone:		
Address:			
Principal Service or Product:			
<input type="checkbox"/> - MBE <input type="checkbox"/> - WBE			
<input type="checkbox"/> -Prime Contractor <input type="checkbox"/> - Supplier of Material/Service <input type="checkbox"/> - Subcontractor <input type="checkbox"/> - Broker			
<input type="checkbox"/> - Sole Ownership <input type="checkbox"/> - Corporation <input type="checkbox"/> - Partnership <input type="checkbox"/> - Joint Venture			
Names of Owners	Percent Ownership	MBE- Ethnic Identity ¹	WBE
Agency Certifying MBE/WBE Qualification			
Certifying Agency Address		Certifying Agency Phone	
Certification number		Date Certified	
Submitted by:		Date	

¹Refer to definitions on next page

MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE (MBE/WBE)

An MBE is a business that is, (1) at least 51 percent owned and controlled by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

A WBE is a business that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

MINORITY INDIVIDUALS INCLUDE:

(a) American Indians

Persons having origins in any of the original peoples of North America. To qualify in this group, a person shall be a citizen of the United States and meet one or more qualifying criteria including:

- (1) Be at least one-fourth Indian descent (as evidenced by registration with the Bureau of Indian Affairs);
- (2) Characteristic Indian name;
- (3) Recognition in the community as an Indian;
- (4) Membership in a tribe, band or group of American Indians (recognized by the Federal Government), as evidenced by a tribal enrollment number or similar indication; and
- (5) Characteristic Indian appearance and features.

(b) Black Americans

U.S. citizens, other than Hispanic, having origins in any of the black racial groups of Africa.

(c) Asian Americans

U.S. citizens having origins in any of the original peoples of the Far East, Southern Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa. The Indian subcontinent takes in the countries of India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan.

(d) Hispanic Americans

U.S. citizens of Mexican, Puerto Rican, Cuban, or other Spanish culture or origin, regardless of race. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in this category. Persons from Brazil, Guyana, Surinam or Trinidad, for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, the category does not include persons from Portugal, who should be classified according to race.

(e) American Eskimos and American Aleuts

CDPH MBEWBE Verification Form (11/2010 mv)

LIST OF WORK MADE AVAILABLE

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

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

FOR REFERENCE

SUMMARY OF BIDS RECEIVED

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

FOR REFERENCE ONLY

USE ADDITIONAL FORMS AS NECESSARY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 FIRST-TIER SUBCONTRACTORS
 CEM-2402F (REV 7/2012)

ADA Notice
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NUMBER.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	UDBE		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
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				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
				\$	\$	\$		
ORIGINAL COMMITMENT \$ _____				Total	\$	\$	\$	

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at the time of award, provide comments on the following page after the instructions. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
---------------------------------------	-----------------------	------

I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
-------------------------------	-----------------------	------

COPY DISTRIBUTION - Caltrans contracts: Original - District Construction Copy- Contractor Copy - Resident Engineer Copy Resident Engineer
 Copy Distribution-Local Agency contracts: Original - Local Agency Resident Engineer Copy- District Local Assistance Engineer Copy- Local Agency file
 (submitted with the Report of Expenditure)

Instructions

Contracts advertised on or before June 15, 2012 may contain Underutilized Disadvantaged Business Enterprise goals (UDBE). Participation for UDBE firms must be reported in the UDBE column. Contracts advertised after June 15, 2012 may contain Disadvantaged Business Enterprise (DBE) goals. Participation for contracts advertised after June 15, 2012 must be reported as DBE.

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified as a DBE or UDBE.

The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

If a firm performing work as a DBE or UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this firm under the appropriate DBE and UDBE identification column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403F.

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime contractors are required to show the date of work performed by their own forces.

Use the comments section to explain any differences in the original commitment and the final utilization of DBE and UDBE firms.

The contractor and the resident engineer sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

CONTRACT NO.			MONTH				YEAR	
TRUCKING COMPANY OR OWNER OPERATOR	DBE Cert. No. (if certified)	Company Name and Address Telephone Number	Truck No.	CA No.	Amount paid to DBE and DBE Truckers	Amount Paid to DBE and DBE for lease arrangement with non-DBE and DBE	Date Paid	Transportation Arrangement (√ all that apply)
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> DBE
TOTAL AMOUNT PAID					\$ 0.00	\$ 0.00		
PRIME CONTRACTOR			BUSINESS ADDRESS				BUSINESS PHONE NUMBER	
*Upon request all lease agreements must be made available, in accordance with the special provisions.								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE				DATE	

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ADA Notice write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

INSTRUCTIONS

Contracts advertised on or before June 15, 2012 may contain DBE contract goals. DBE trucking participation must be reported on contracts with DBE goals only. All other trucking participation must be reported as DBE or non-DBE.

In the "Amount paid to DBE and DBE Truckers" column, the contractor must show the dollar amount paid to:

1. DBE and DBE trucking companies using trucks it owns, insures and operates. Include 100 percent of the amount paid to DBE and DBE for trucking services provided.
2. DBE and DBE trucking companies who lease from other DBE and DBE trucking companies or owner operators. Include 100 percent of the amount paid to DBE and DBE for trucking services provided.
3. To ensure proper crediting of participation on contracts advertised on or before June 15, 2012, identify the firm as a DBE or DBE in the "Transportation Arrangement" column.
4. In the "Amount paid to DBE/DBE for lease arrangement with non-DBE/DBE" column, the contractor must show the dollar amount paid to the DBE and DBE who leases trucks from non-DBE firms. Include only the amount for the fee or commission received as a result of the lease arrangement.
5. In the "Transportation Arrangement" column check all that apply for each firm listed. Use the DBE check box for all DBE trucking participation on contracts advertised after June 15, 2012.
6. The prime contractor or its representative must sign, including the individual's title and the date, certifying that the information provided on the form is complete and accurate.

The form must be submitted to the Department of Transportation before the 15 of each month

INSTRUCTIONS - LOCAL AGENCY BIDDER

DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

INSTRUCTIONS

All First-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

In August 2008, the Standard Specifications were amended to eliminate specialty items. Enter Zeros or applicable amounts for specialty items should be entered in lines 2 and 3 of this form, depending on whether the contract includes the amendment.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND DBE, DVBE OR SMALL BUSINESS ENTITIES

EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of San Diego established a Disadvantaged Business Enterprise (DBE) goal of XXX.X% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submission of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate Good Faith Effort was made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Date of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of Good Faith Effort (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

CEM-2403F (REV 7/2012)

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency (Caltrans), the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a change in certification status during the course of the completion of the contract. The two situations that are being addressed by CEM-2403F are if a firm certified as a DBE and doing construction work on the contract during the course of the project becomes decertified, and

if a non-DBE firm doing work on the contract during the course of the project becomes certified as a DBE.

The form has a column to enter the Contract Item No. (or Item No's), as well as a column for the Subcontractor name and Business Address, Business Phone and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are certified as a DBE. This column on the CEM-2403(F) should only reflect the dollar value of work performed while the firm was certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights or the date of the Certification Certificate mailed out by the Civil Rights. There is a box to check that support documentation is attached to the CEM-2403(F) form.

There is a comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the contractor and the resident engineer sign and date that the information provided is complete and correct.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BOX <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT	5. PROJECT LOCATION (County and State)
---	-------------------------------------	---------------------------	-------------------------------------	---

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2016

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20 (INSERT YEAR)

JOB CATEGORIES	TABLE A																TABLE B					
	TOTAL EMPLOYED		TOTAL/RACIAL/ ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
TRUCK DRIVERS																						
IRONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTER/PLUMBERS																						
PAINTERS																						
LABORERS-SEMI SKILLED																						
LABORERS-UNSKILLED																						
TOTAL																						
TABLE C (Table B data by racial status)																						
APPRENTICES																						
OJT TRAINEES																						
8. PREPARED BY: (Signature and Title of Contractors Representative)									9. DATE			10. REVIEWED BY (Signature and Title of State Highway Official)									11. DATE	

LOCAL AGENCY NOTIFICATION TO CONTRACTOR

INSTRUCTIONS FOR COMPLETING

FEDERAL HIGHWAY ADMINISTRATION (FHWA) PR-1391 FORM

The FHWA PR-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid contract. The "Job Categories" column is used to identify work classification. When identifying work classifications, use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime contractor and subcontractor regardless of tier who has a Federal-aid contract exceeding \$10,000 must report.

REPORT DATA:

Each contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

DUE DATE:

Due on or before the 12th of August to the Local Agency Resident Engineer. The Local Agency Resident Engineer must submit the report to the District Local Assistance Engineer by August 26th.

DEFINITION OF TERMS:

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management-level responsibility and authority.

SUPERVISORS: All levels for project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

- CHECK APPROPRIATE BLOCK – Check only one box.
- COMPANY NAME, CITY, STATE – Enter the firm’s name, city or town, and state. Do not abbreviate.
- (3) PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime contractor).
- (4) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of contract, including amended amounts.
 - I. PROJECT LOCATION – Enter all county(ies) and state(s) associated with the contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime contractor).
 - II. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR) – Enter the last two digits of the calendar year you are reporting data for.

TABLE A – Enter number of employee(s) based on race, gender and job category during the reporting period.

TABLE B – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.

TABLE C – enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.

1. PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
2. DATE – Enter the date the Contractor’s Representative signed this form.
3. REVIEWED BY – Signature and Title of Local Agency Official reviewing data.
4. DATE – Enter the date the Local Agency Official signed this form.

FUNDING AGENCY PROVISIONS

APPENDIX

FOR REFERENCE ONLY

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.

Deputy Director, Airports Division

Date: _____

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Workers' Compensation Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below stated company in conformance with the requirements of Section 7-1.12B (1)(a) "Workers' Compensation", of the Caltrans Standard Specifications and is in force at this time.

The Company will give at least thirty (30) days written notice by certified mail to the City and Consulting Engineer prior to any material change or cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Statutory Limits Under the laws of the State of California

_____	_____
Name Insured (Contractor)	Insured Company

_____	_____
Street Number	Street Number

_____	_____
City and State	City and State

Company Representative

State of _____)
 _____) (SEE NOTICE ON NEXT PAGE)
 County of _____)

On this ___ day of _____, 20___, before me personally came _____ to me known, who being duly sworn, did depose and say: That _____ is an authorized representative of the _____ acknowledged to me that _____ executed the within instrument on _____ behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

Certificate of Insurance
(Workers' Compensation) - 1 of 2

Insurance Company Agent for Service of Process in California:

_____ Name	_____ Agency
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
_____ Telephone No.	_____ Telephone No.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and financial rating of at least Class VII in accordance with the most current Best's Rating.

FOR RECEIVING ONLY

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Workers' Compensation Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Consulting Engineer, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

_____	_____
Name Insured (Contractor)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
	By _____
	(Company Representative)

State of _____)

County of _____)

On this ____ day of _____, 20__, before me personally came _____ to be known, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued to the below stated company in conformance with the requirements of Section 7-1.12 of the Standard Specifications and are in force at this time:

POLICY EXPIRATION		Limits of Liability	
		<u>In Thousands (000)</u>	
<u>NUMBER</u>	<u>DATE</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
A. GENERAL LIABILITY			
		Bodily Injury	\$ _____
		Property Damage	\$ _____
		Bodily Injury and Property Damage Combined	\$ _____
		Personal Injury	\$ _____
<hr/>			
B. AUTOMOBILE LIABILITY			
		Bodily Injury (Each Person)	\$ _____
		Bodily Injury (Each Occurrence)	\$ _____
		Bodily Injury and Property Damage Combined	\$ _____
<hr/>			
C. EXCESS LIABILITY			
		Bodily Injury and Property Damage Combined	\$ _____

The following types of coverage are included in said policies (indicated by "X" in space):

A GENERAL LIABILITY:

Comprehensive Form.....	YES _____	NO _____
Premises-Operations	YES _____	NO _____
Explosion and Collapse Hazard	YES _____	NO _____
Underground Hazard	YES _____	NO _____
Products/Completed Operations Hazard.....	YES _____	NO _____
Contractual Insurance.....	YES _____	NO _____
Broad Form Property Damage Including Completed Operations	YES _____	NO _____
Independent Contractors	YES _____	NO _____
Personal Injury	YES _____	NO _____

B. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading and Unloading.....	YES _____	NO _____
Owned.....	YES _____	NO _____
Hired.....	YES _____	NO _____
Non-Owned	YES _____	NO _____

C. EXCESS LIABILITY

Umbrella Form	YES _____	NO _____
Other than Umbrella Form.....	YES _____	NO _____

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Certificate of Insurance
(Liability) - 2 of 3

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: The City, it's officers and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respects operations of the named insured, his Contractors, and Subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or pro-rated by the existence of such other insurance.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the section entitled, "Indemnity", in the Special Provisions of the above-referenced contract except those matters set forth in the fourth paragraph thereof.

This endorsement does not increase the Company's total limits of liability.

_____	_____
Name Insured (Contractor)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
	By _____
	(Company Representative)

State of _____)
)
County of _____)

SEE NOTICE ON PAGE 2 of 2

On this _____ day of _____, 200 , before me personally came _____ to be known who being duly sworn, did depose and say: That _____ is an authorized representative of the _____ and acknowledged to me that _____executed the within instrument on behalf of said insurance company.

Insurance Endorsement
(Liability) - Page 1 of 2

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

FOR REFERENCE ONLY

**Insurance Endorsement
(Liability) - Page 2 of 2**

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

**City of San Diego
Public Works Department, Field Engineering Division**

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 2____
Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____
_____ in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address
Phone Number: _____

CALTRANS STANDARD SPECIFICATIONS

FOR REFERENCE ONLY

DIVISION I GENERAL PROVISIONS

2 BIDDING

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Contract Documents for the project and shall be properly filled out and executed. The bidder's bond form included in that Contract Documents may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Contract Documents. Signing the Contract Documents shall also constitute signature of the Noncollusion Affidavit.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Under 49 CFR 26.13(b):

The contractor, sub recipient or 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 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

2-1.12B Disadvantaged Business Enterprises

2-1.12B(1) General

To ensure equal participation of DBEs groups provided in 49 CFR 26.5, the City's shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown on the Notice Inviting Bids or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify that at the bid opening date the DBE firm is certified as DBE by the CA Unified Certification Program.

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of

materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1)-(4), (6).

2-1.12B(2) DBE Commitment Submittal

Submit DBE information on the Local Agency - DBE - Commitment form (DBE commitment form) included in the Contract Documents.

If the DBE commitment form is not submitted with the bid, all bidders must complete and submit the form to the City. The DBE commitment form must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

Submit written confirmation from each DBE shown on the form stating that it will be participating in the Contract. Include confirmation with the DBE commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE will be participating in the Contract.

If you do not submit the DBE commitment form by the specified time, your bid is **non-responsive**.

2-1.12B(3) Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the Good Faith Efforts Documentation form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. If good faith efforts documentation is not submitted with the bid, it must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE commitment form shows that you have met the DBE goal or if you are required to submit the DBE commitment form, you must submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the City finds that the DBE goal has not been met. Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total bid. You are responsible to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty whether the DBEs were interested and include the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide enough time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and its price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was offered. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The City may consider DBE commitments of the 2nd and 3rd bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

THE CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

THE CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City will not approve the contract.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly license as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

Complete and sign the Local Agency - DBE Information form included in the contract documents regardless of whether no DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the City encourages you to submit a copy of the joint venture agreement.

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

FOR REFERENCE ONLY

5 CONTROL OF WORK

5-1.01 GENERAL

Section 5 includes specifications regarding the Contract parties' relations and Contract acceptance.

5-1.04A PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 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.

5-1.04B PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime 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 contract work by the agency. 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 agency's prior written approval. Any violation of this provision shall subject the violating prime 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 prime 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.

5-1.04C SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of San Diego may exercise the remedies provided under Pub Cont Code § 4110.

The City of San Diego may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 7 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.05 PAYMENTS. -- Attention is directed to Section 9-1.16, "PROGRESS PAYMENTS," and 9-1.17, "PAYMENT AFTER CONTRACT ACCEPTANCE," of the Standard Specifications and these special provisions.

For the purpose of making progress payments pursuant to Section 9-1.16, "PROGRESS PAYMENTS," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing	<u>\$40,000.00</u>
Develop Water Supply	<u>\$80,000.00</u>

After acceptance of the contract pursuant to the provisions in Section 5-1.46, " FINAL INSPECTION AND CONTRACT ACCEPTANCE," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.15 STATISTICAL TESTING - Requirements for statistical testing will not apply to the Work.

5-1.13B Disadvantaged Business Enterprises

5-1.13B(1) General

Use each DBE subcontractor as listed on the Subcontractor List form and the Local Agency - DBE Information form unless you receive authorization for a substitution.

Notify the Engineer of any changes to your anticipated DBE participation. Submit this notification before starting the affected work.

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month, submit a Monthly DBE Trucking Verification form.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 90 days of Contract acceptance.

Upon work completion, complete a Final Report - Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 90 days of Contract acceptance. The City withholds \$10,000 until the form is submitted. The City releases the withhold upon submission of the completed form.

5-1.13B(2) Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Local Agency - DBE - Commitment form.

Do not terminate or substitute a listed DBE listed for convenience and perform the work with your own forces or obtain materials from other sources without written authorization from the City.

The City authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractors license and the listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. City determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the City authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the City does not pay for work listed on the Local Agency - DBE - Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

6 CONTROL OF MATERIALS

6-1 GENERAL

6-1.01 GENERAL

Section 6 includes specifications related to control of materials.

6-2 MATERIAL SOURCE

6-2.01 GENERAL

Material incorporated into the work must be new.

6-2.02 MATERIAL SOURCE

Before the preconstruction conference, submit material source information on a Notice of Materials to Be Used form.

6-2.05 BUY AMERICA

6-2.05A General

Reserved

6-2.05C Steel and Iron Materials (23 CFR 635.410)

Section 6-2.05C applies to a federal-aid contract.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 GENERAL

Section 7 includes specifications regarding your:

1. Compliance with laws
2. Responsibilities for public safety and convenience
3. Responsibilities for indemnification, insurance, and liability

7-1.02 LAWS

7-1.02A General

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the City incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the City deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

7-1.02B U.S. Fair Labor Standards Act

Comply with 29 USC § 201 et seq.

7-1.02D-7-1.02H Reserved

7-1.02I Government Code

7-1.02I(1) General

Reserved

7-1.02I(2) Nondiscrimination

Under 2 CA Code Regs §§ 8107 and 8203:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000, or more.

1. As used in the specifications:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian / Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian / Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at 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 obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH 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.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. 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 equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

7-1.02K(4) Apprentices

Comply with the apprentice to journeyman ratio requirements (Labor Code § 1777.5(g)).

Comply with the training contribution requirements (Labor Code § 1777.5(m)(1)).

For answers to questions, contact the Division of Apprenticeship Standards before starting work.

7-1.11 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

7-1.11A General

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The

Department specifies the provisions in section 7-1.11D of the Standard Specifications. If a number of trainees or apprentices is required, the Department shows the number on the Notice to Bidders. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

FHWA-1273 Nondiscrimination Clauses

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

7-1.11B FHWA-1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

ADD PDF FILE

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

ADD PDF FILE

FOR REFERENCE ONLY

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7-1.11C Female and Minority Goals

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the following table:

Minority Utilization Goals

Economic area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6

Economic area		Goal (Percent)
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2

Economic area		Goal (Percent)
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8

Economic area		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	

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Economic area		Goal (Percent)
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix

C to 23 CFR 230). Submit the forms by August 15.

7-1.11D Training

For the Federal training program, the number of trainees or apprentices is **2**.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of section 7-1.11D is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman

status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet your equal employment opportunity responsibilities.
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain Department approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the FHWA division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed under a federal-aid contract and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with section 7-1.11D

Each apprentice or trainee must:

1. Start training on the project as soon as feasible after the start of work involving the apprentice's or trainee's craft

2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under section 7-1.11D.

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8 PROSECUTION AND PROGRESS

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.10 DC-CEM-1201 DAMAGES

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.08B and 8-1.08C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work except plant establishment are as shown in the following table:

Liquidated Damages

Total bid		Liquidated damages per day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400
\$10,000,000	\$30,000,000	\$8,300
\$30,000,000	\$100,000,000	\$10,500

Liquidated Damages

\$100,000,000	\$250,000,000	\$28,500
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If all work except plant establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

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CALTRANS STANDARD SPECIFICATIONS (13-95)

CALTRANS STANDARD SPECIFICATIONS - MATERIALS

CALTRANS STANDARD SPECIFICATIONS - DESCRIPTION OF BRIDGE WORK

CALTRANS STANDARD SPECIFICATIONS - CONSTRUCTION DETAILS

CALTRANS STANDARD SPECIFICATIONS - BUILDINGS

CALTRANS STANDARD SPECIFICATIONS - RAILROAD RELATIONS

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City of San Diego

CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM A



FOR

JOB ORDER CONTRACT (JOC) STREET LIGHTING/TRAFFIC SIGNALS

BID NO.:	<u>K-20-1916-JOC-3</u>
SAP NO. (WBS/IO/CC):	<u>11004079</u>
CLIENT DEPARTMENT:	<u>2117</u>
COUNCIL DISTRICT:	<u>CITYWIDE</u>
PROJECT TYPE:	<u>IH, IL</u>

BID DUE DATE:

**2:00 PM
FEBRUARY 18, 2020**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. ATTACHMENTS

1. To Attachment F, Unit Price Book (UPB), Base Bid table, page 67, Items 22, 23, 24 and 25, **DELETE** its entirety and **SUBSTITUTE** with the following:

22	1	CY	238910	302-6.8	GB	Concrete Pavement (1.5 Inch thick)	\$150.00
23	1	CY	238910	302-6.8	GB	Concrete Pavement (2 Inch thick)	\$175.00
24	1	CY	238910	302-6.8	GB	Concrete Pavement (3 Inch thick)	\$200.00
25	1	CY	237310	302-6.8	GB	Bus Stop Pad	\$350.00

James Nagelvoort, Director
Public Works Department

Dated: *February 13, 2020*
San Diego, California

JN/EW/rd

Bid Results

Bidder Details

Vendor Name CTE inc.
Address 9991 Possum Creek Lane
 El Cajon, CA 92021
 United States
Respondee Reginald Clark
Respondee Title CFO/Treasurer
Phone 619-561-3633 Ext.
Email Reggie@cte-ca.com
Vendor Type ELBE,PQUAL,CADIR,Local
License # 786098
CADIR 1000011764

Bid Detail

Bid Format Electronic
Submitted February 18, 2020 1:38:49 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 202951
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Cert of Pending Actions	JOC Contractors Certifications of Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure	JOC Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form
Debarment and Susp Cert	JOC Debarment and Suspension Certification.pdf	Debarment and Suspension Certification

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Main Bid						
1	Adjustment Factor 1 (AF 1) Normal Working Hours (NWH)	ea	0.8	\$0.94	\$0.75	
2	Adjustment Factor 2 (AF 2) Other Than Non-Normal Working Hours (ONHW)	ea	0.2	\$0.94	\$0.19	
					Subtotal	\$0.94
					Total	\$0.94