

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L.Cosio-Azar/NB/egz

## REQUEST FOR PROPOSAL (RFP)



## FOR

### POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

BID NO.: \_\_\_\_\_ K-13-5977-DB1-3-C  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-13139  
CLIENT DEPARTMENT: \_\_\_\_\_ 2115  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
PROJECT TYPE: \_\_\_\_\_ IH

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE OR FEDERAL
- THIS IS A CALIFORNIA ENERGY COMMISSION FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

**BID DUE DATE:**

**12:00 PM  
AUGUST 6, 2013  
CITY OF SAN DIEGO  
PUBLIC WORKS DEPARTMENT  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101**

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## 1. INTRODUCTION

1.1. This is the City of San Diego's (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.

1.2. Class "A", or "C10" contractor's licenses will be required.

1.3. The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in:

The rejection of the Proposal.

1.4. Engineer's Estimate – The Engineer's estimate of the contract price is **\$4,800,000**.

1.5. The Design-Builders interested in submitting a proposal for this project shall be pre-qualified through the City's Prequalification program:

1.5.1. The Design-Builders must submit a complete prequalification application to the City of San Diego, Engineering & Capital Projects Department, Pre-Qualification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101.

1.5.2. Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov) for additional information about the Pre-Qualification Program.

1.5.3. Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.

1.6. This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

## **2. EQUAL OPPORTUNITY**

- 2.1.** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 2.2.** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.
- 2.3.** For Subcontractor Participation Requirements, see Attachment C, Contract Front End Volume 1, for more information

## **3. PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

## **4. SCOPE OF WORK AND SERVICES**

Work and Services required of the Design-Builder include those during design, construction, and startup of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment A.

## **5. SELECTION PROCESS**

Each Design-Builder shall submit separate "Technical" and "Price" Proposals as described in this RFP.

### **5.1. Technical Proposal Requirements**

- 5.1.1.** Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.
- 5.1.2.** The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 100 pages and 500 words per page.

**NOTE:** A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

- 5.1.3.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

## **5.2. Price Proposal Requirements**

- 5.2.1.** One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment ‘D’ of this RFP for the Price Proposal form to be used.
- 5.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 5.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment ‘B’ for criteria from which the proposals will be evaluated.
- 5.2.4.** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- 5.2.5.** Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

## **5.3. Submittal Requirements**

### **5.3.1. Technical Proposal**

- 5.3.1.1.** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 5.3.1.2.** One executed original, clearly and conspicuously marked on the cover, 7 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents for this proposal shall be included. The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

“Technical Proposal” Package Number (e.g., 1 of 16, 2 of 16, etc.)

Marked “CONFIDENTIAL” (in red)

- 5.3.1.3.** The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm’s principals or officers shall be provided.

- 5.3.1.4.** Failure to comply with the requirements of this RFP may result in disqualification.

**5.3.1.5.** Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder’s submittal invalid and will cause its disqualification from this selection process.

**5.3.1.6.** Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, “Precedence of Contract Documents.”

Design elements which deviate from the scope of Work, City’s design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, “Exception to this RFP” of the Proposal and brought to City’s attention during the presentation and interview.

**5.3.1.7.** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City Contact prior to the Proposal due date. Interpretations or clarifications considered necessary by the City Contact in response to such questions will be issued by Addenda, which will be uploaded to City’s online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).

Questions received less than 14 days prior to the Proposal due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Proposer’s responsibility to become informed of any addenda that have been issued and to include all such information in its Proposal.

**5.3.1.8.** The Design-Builder shall include in the Technical Proposal Forms AA15 and AA30.

**5.3.2. Price Proposal**

**5.3.2.1.** The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

**5.3.2.2.** The Price Proposal is to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder  
Project Title  
“Price Proposal” Marked “CONFIDENTIAL” (in red)

**5.3.2.3.** Failure to comply with the requirements of this RFP may result in disqualification.

**5.3.2.4.** Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

**5.3.2.5.** The Design-Builder shall include in the Price Proposal Forms AA05 and AA25.

**5.4. Review of Technical Proposal**

**5.4.1.** Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

**5.5. Technical Presentation. Not Used**

**5.6. Final Selection (Weighted Criteria)**

**5.6.1.** A maximum of 30 points will be assigned for the Contract Price as bid. Maximum price points will be assigned to the lowest dollar bid and all other are scaled inversely proportional to that amount.

**5.6.2.** A maximum of 70 points will be assigned for the qualitative criteria noted in Attachment 'B' of this RFP. All Proposals shall receive scores based on 20 times the average of the composite ratings provided by the Panel.

**5.6.3.** The Apparent Winner will be the team with the highest total score earned from 5.6.1 and 5.6.2. The following example summarizes and illustrates the process:

| Design-Builder | Avg. Composite Rating | Qualitative Score (70 Maximum) | Price Proposal        | Price Score (30 Maximum) | Total Score (100 Maximum) |
|----------------|-----------------------|--------------------------------|-----------------------|--------------------------|---------------------------|
| A              | 85.00                 | 59.50                          | \$1,629,000.00        | 27.81                    | 87.31                     |
| <b>B</b>       | <b>88.00</b>          | <b>61.60</b>                   | <b>\$1,546,000.00</b> | <b>29.30</b>             | <b>90.90</b>              |
| C              | 73.00                 | 51.10                          | \$1,510,000.00        | 30.00                    | 81.10                     |

All figures will be rounded off to two decimal places.

**5.6.4.** Design-Builders will be notified in writing of the City's final decision.

**6. POLICIES, PROCEDURES AND GUIDELINES**

**6.1.** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.

**6.2.** A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).



- 6.3. The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment 'B' of this RFP. Based on the Design-Builder's Proposal, interview and the Project's Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at **2:30 PM** at Public Works Contracting Group, 1010 Second Avenue, Suite 1400, San Diego, California, 92101 as scheduled in Section 8.
- 6.4. The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

**7. EVALUATION CRITERIA**

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment 'B'.

**8. SELECTION AND AWARD SCHEDULE**

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

- 8.1. Pre-Proposal Meeting June 27, 2013
- 8.2. Proposal Due Date August 6, 2013
- 8.3. **Not Used**
- 8.4. Public Ranking Meeting August 20, 2013
- 8.5. Selection and Notification September 3, 2013
- 8.6. Receipt of Bonds and Insurance Certificates September 17, 2013
- 8.7. Notice to Proceed September 24, 2013

**9. PRE-PROPOSAL ACTIVITIES**

**9.1. Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the City Contact at the postal address or the e-mail address identified on the cover sheet of the RFP.

**9.2. Pre-Proposal Meeting**

**9.2.1.** A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1010 Second Avenue, Suite 1400, large conference room, San Diego, CA, 92101. All potential responders are required to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre-Proposal Meeting.

**9.2.2.** Bid shall be considered non-responsive if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City’s meeting sign-in sheet when such a meeting has been specified to be required.

**9.3. NOT USED**

**9.4. Revision to the RFP**

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

**10. SPECIAL CONDITIONS**

**10.1. Reservations**

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

**10.2. Public Records**

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

**10.3. Right to Cancel**

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

**10.4. Additional Information**

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

**10.5. Public Information**

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

**10.6. Changes to Key Personnel and Substitution of Subcontractors**

**10.6.1.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written consent of the City.

**10.6.2.** The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

**10.7. Use of Reference Documents and Pre-Design Reports**

**10.7.1.** The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder's risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

**10.7.2.** The following documents are included in Attachment 'A':

- a. Post Top Pedestrian Street Light Conversion Project spreadsheet light list (See A-1)  
Funding requirement Milestones Post Top Pedestrian Street Light Conversion Project Scour Analysis for Post Top Pedestrian Street Light Conversion Project
- b. Minimum manufacturer requirements and vendor requirements (See A-2)
- c. Scour Analysis for Post Pedestrian Street Light Conversion Project (See A-3)

**10.8. Use of Global Information System (GIS)**

The Design-Builder shall be required to use GIS. GIS drawings, lists, maps, and other work shall be produced by the Design-Builder, Consultants and Subconsultants using Global Information System (GIS).

The Design-Builder will be required to use GIS.

**10.9. Scheduling and Management Reporting Systems**

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

**10.9.1.** The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

**10.9.2.** The Design-Builder shall anticipate that the development of this schedule may require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

**10.9.3.** The Design-Builder shall furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

**10.10. Project Schedule**

**10.10.1.** The City has established the following tentative milestones for the Project:

- a. QECB phase funding deadline of: March 15, 2014
- b. Issue Notice of Completion June 2014

For the Contract Time refer to Contract Front End Volume 1, Notice Inviting Bids (see Attachments).

**10.11. Acknowledgement of Addenda**

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

**10.12.** The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, The WHITEBOOK e.g., the City Supplement and the Funding Agency Provisions as included in the Contract.

**10.13. Qualified Energy Conservation Bonds (QECB) deadlines dictate a requirement to spend \$3.5 million dollars for lights purchased and installed by March 15 2014. See Attachment A-3.**

**10.14. Piggyback Procurement.** It is intended that any other public agency (e.g. city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the State of California shall have an option to procure identical equipment and/or services as set forth in the Proposal. The City of San Diego shall incur no financial responsibility in connection with orders issued by another public agency. The participating public agency shall accept sole responsibility for placing orders or making payments to file vendor.

**ATTACHMENT A**

**PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS,  
AND BRIDGING DOCUMENTS**

## ATTACHMENT A

### PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

#### ENVIRONMENTAL SERVICES DEPARTMENT

##### 1. Project Description:

The purpose of the project is to retrofit approximately 3,000 existing High-Pressure Sodium (HPS) Standard and Gateway pedestrian Post Top street lights with LED Broad Spectrum type light fixtures. All the streetlight fixtures to be converted are in the right-of-way. The existing pole, mast arm, and other infrastructure related to the streetlight shall remain in place; only the street light fixtures with new adaptive control technology shall be replaced. Various types of state and federal funding were utilized for this project. The Design-Builder shall demonstrate that they can comply with the established milestones identified in Attachment A-3.

1. This project will be funded in two phases. The first phase of the funding has been secured from proceeds of a federal government Qualified Energy Conservation Bond (QECCB) that may cover the design and installation of approximately 2,000 Post Top lights. For the second phase of the remaining approximately 1,000 lights, this portion of the project will be funded with a California Energy Commission (CEC) loan.
2. Attachment A-1 is the comprehensive street light list of the 3,000 post top street lights with locations with type of fixture, wattage, and their respective attributes.
3. Submittals shall be required for all street light fixtures in the RFP reviewed by the Panel. Once the RFP is awarded, written City approval is required before any material is ordered.
4. Rebates and incentives will be coordinated by the City; the Design-Builder shall not be responsible for submittal of any utility sponsored incentives on behalf of the City.
5. Federal ARRA requirements apply as designated in the appropriate attachments. These include but are not limited to buy American provisions and Davis-Bacon labor compliance,
6. Confirm data including the voltages and locations and update the list as new fixtures are installed because they may vary from the list indicated on Attachment A-1.
7. The Design-Builder shall be responsible to verify and report the actual voltage because the voltage listed in the existing streetlight list is not 100% accurate.
8. The Design-Builder is not responsible to make repairs to the existing power supply electrical service if there is "no voltage" in the pole hand hole at the base of the pole.

##### 2. Scope of Work:

The project includes the retrofit of approximately 3,000 Standard and Gateway Pedestrian Post Top streetlight fixtures. Post Top fixture heads are distinct from cobra head type light poles which have no mast arm and mount directly at the top of the existing pole and replacing

the photo cells of approximately 600 existing induction cobra head fixtures within the same downtown footprint with adaptive nodes. The first phase of the project funding is derived from Qualified Energy Conservation Bonds (QECBs). The City has set up an escrow account for the QECB portion of monthly Progress Payments (Attachment A-3 Milestones). The Design-Builder will receive the QECB portion of monthly Progress Payments from the QECB escrow account with the remaining portion of the monthly Progress Payment paid through the typical process, from City of San Diego. It is anticipated that the QECB portion of the payment will be issued 15 working days from the date the Progress Payment is approved by the City. Note that most of the monthly progress payments are estimated from the 500 street lights that must be installed monthly. The second phase of the project funding will be funded with a California Energy Commission (CEC) loan.

Attachment A- identifies the technical parameters that are desired for the LED streetlights. The design-builder is responsible for identifying the most suitable fixture head street light fixtures for City consideration on the retrofit project in the proposal. Attachment A-2 identifies the minimum manufacturer/vendor requirements. The design-builder shall be required to identify the precise location of each streetlight converted. All the fixtures submitted by the Design-Builder for City consideration shall meet the minimum manufacturer/vendor requirements identified in Attachment A-2.

The actual streetlight lists are identified in the Attachment A-1. The City of San Diego street light list identifies various attributes such as wattage, voltage, and location description of each streetlight. A task of this Design-Build contract is to update and validate the City street light list. The City list shall be used as the base list to identify and account for street lights converted. The SDG&E list identifies LS-2 street lights on the SDG&E inventory. As Design-Build crews convert street lights, additional street lights not indicated on the lists may be encountered. Below is the Conversion Procedure describing all the possible scenarios and how each situation shall be resolved.

The precise location of each street light converted shall be identified with GPS coordinate. This process will provide the precise location of each streetlight converted and serve as a basis for processing progress payments as streetlights are converted. Lists of street light street lights converted shall be provided by the Design-Builder. The Design- Builder shall also provide maps of proposed locations to be upgraded and a comprehensive map of previously converted areas. The updated streetlight list shall contain the unique SDG&E streetlight number identified on the SDG&E streetlight list shown on the FTP site. The Design-Builder may use "GIS software matching tools" to help coordinate lists, update maps, and maintained in inventory process lists and maps of proposed locations and areas that street lights have been converted. The updated street light list (ultimately to be used as the project as-built) will include the SDG&E unique street light number with GPS coordinates. Street lights encountered, but not identified on a current list shall be identified as "NEW" in the unique SDG&E number data field. The Design-Builder shall be responsible for matching each street light location on the City list with the unique SDG&E number, thereby merging the two street light lists into one (1) comprehensive street light list. The City street light data contains some GIS coordinates. The Design-Builder shall be required to submit updated maps indicating streetlights converted with their progress payment request. The Design-Builder shall identify area conversion schedules on a GIS compatible map and Excel spreadsheet for written City approval prior to starting conversions in a particular area.

In order for the selected luminaire to qualify for this project, the "bidder" must provide proof and a signed, dated, and certified letter from the manufacturer that states the luminaire meets all requirements, and states each of these requirements for the SDG&E Energy Efficiency

Business Rebate program. These attributes should also each be listed in the specification sheets provided for each luminaire that will be used for this project. The requirements for this program can be found on the SDG&E website <http://www.sdge.com/earn-rebates-your-improvements>. Please contact SDG&E for any clarification or questions about these requirements.

The vendor (Design/Builder) will be required to provide, at multiple instances during the project, additional information to facilitate the acquisition of rebates from SDG&E such as an invoice indicating payment has been received from the City of San Diego. A sample invoice can be found on the SDG&E website <http://www.sdge.com/documents/business-rebates-sample-invoice>.

### **3. Conversion Procedure:**

#### **A. Street light identified on SDG&E and City lists:**

Convert the street light as indicated in the Conversion Table. Update the City street light list with the unique SDG&E number, GPS coordinates, and new street light data including date installed, wattage, voltage, serial number of the new street light fixture.

#### **B. Street lights identified on the City list, but not shown on the SDG&E list:**

Do not convert because the City of San Diego will not earn a rebate for this light. Note exception and report back to the City. Update the street light list with GPS coordinate and new street light data including date installed, wattage, and voltage, serial number of the new street light fixture. A unique street light number will be assigned by SDG&E the Design-Builder shall not be responsible to identify to a unique SDG&E number. Indicate "NEW" in the unique SDG&E number field on the spreadsheet.

#### **C. Street lights identified on the SDG&E list, but not shown on the City list:**

Convert the street light as indicated in the Conversion Table. Add the street light to the City list with the unique SDG&E number, GPS coordinates, and new street light data including date installed, wattage, voltage, serial number of the new street light fixture.

#### **D. Street lights not shown on any list:**

Do not convert these lights. Add the location description of the street light to the City list with GPS coordinates, existing street light wattage and designate "SDG&E Street Light"

Monthly progress reports shall include the updated streetlight data identified above, with the unique SDG&E streetlight number to identify the number of streetlights converted that month. The reports shall include the currently listed data and amended data including but not limited to two location descriptions, GPS coordinate, the date of conversion, existing wattage, new street light type (induction), voltage, new wattage, SAPID and the SDG&E unique streetlight number. All lists and reports shall be compatible with Microsoft Excel and GIS database formats. See the sample list on attachment A-1.



**Technical Description:**

The project includes the retrofit of approximately 3,000 decorative pedestrian Post Top street lights. Post Top type street light fixtures are mounted on the top of standard and gateway street light poles. See Appendix B for a picture of the two types of streetlight poles. The Design-Builder shall be responsible for entire installation assembly, including cost of inserting a “tenon” adaptor, matching post top luminaire to pole exterior dimension, as may be required. The project also includes approximately 600 existing induction cobra head fixtures to be retrofitted with adaptive nodes.

This project includes the design, selection, and installation of new LED type fixtures that meet prescribed City criteria. The City Council has approved a maximum Correlated Color Temperature (CCT) of 4000 Kelvin, +/-250 Kelvin. Due to the characteristics of various lighting technology, LED technology has been designated over other lighting technologies such as Induction as the designated technology to be used throughout this project. The Design-Builder shall be responsible to submit the final Standard and Gateway Post Top pedestrian fixture head recommendation via the submittal process for City review and written approval. A minimum 10 year warranty, in accordance with Standard Special Provisions (SSP) Section 6-8 is required for the LED fixtures.

A 10 year warranty shall be for the fixture, the adaptive control system warranty shall be for a minimum of 5 years.

Post Top lights are distinct from Cobrahead light poles which have a mast arm. Post Top fixtures shall have 4000 Kelvin CCT LED type per specification found in Attachment A-2. The desired wattage conversion from the existing HPS fixtures to LED technology is as follows:

1. Standard streetlight poles with 150W HPS post top luminaires. Convert to LED post top technology with maximum 90 watts per luminaire.
2. Gateway streetlight poles with two 250W HPS post top luminaires. Convert to LED post top technology with maximum 90 watts per luminaire.

The technical specifications, including photometric requirements, for the LED Post Top fixture replacement are identified in Attachment A-2.

Post Top luminaires shall be installed with “adaptive controls.” “Adaptive Controls” shall mean that upon installation and energization of the luminaire that activation and commissioning of the adaptive controls system shall be included and not require any further modification, including re-wiring, and opening up of the Post Top luminaire, but shall include the installation of a communication node in the twist lock receptacle with built-in photocell and any other technical component such as a power meter or digital control module.

The Design-Builder shall be responsible for selecting a Post Top luminaire that can be remotely controlled and monitored for power consumption through use of an adaptive controls system. The design, cost, and technical approach shall be included in the Design-Builder’s proposal describing the proposed adaptive controls technology and how it will be implemented. The Design-Builder shall provide a copy of the manufacturer’s technical specification and provide up to three examples of where this adaptive controls technology has been successfully implemented. Design-builder shall describe how it will provide operations

and maintenance training of the adaptive controls system for a minimum of 16 hours. The design-builder shall also describe how the adaptive controls system shall assist the city in reducing its energy costs and improve maintenance performance. Design-builder shall provide information on the software operating system, including a description on how the system works and computer screen shots of the key platform interface screens. In its cost proposal, Design-builder shall include pricing to include a full Adaptive Controls system to the City, including the cost of revenue/utility-grade meter nodes, gateway interfaces, system commissioning, and software license fees. At no time shall the design-builder propose recurring software license costs as the City intends to incur just one unrestricted license fee for the software for use by any designated City employee.

This project scope shall include the ability to enable approximately 600 of the existing induction cobra head fixtures located within the downtown footprint vicinity map, that are currently not adaptive control ready, to enable the same ability to locate and monitor the lights as the decorative pedestrian post tops fixtures without the ability to dim the fixtures. The project is not converting the existing induction cobra head fixtures to adaptive control at this time. The project would enable the city to identify the existing induction cobra roadway fixtures and monitor the voltage, wattage, location but not dim or tune those fixtures specifically at this time.

#### QECB Funding

The City has set up an escrow account for the QECB portion of monthly.

The Design-Builder will receive the QECB portion of monthly Progress Payments from the QECB escrow account with the remaining portion of the monthly Progress Payment paid through the typical process, from City of San Diego. It is anticipated that the QECB portion of the payment will be issued 15 working days from the date the Progress Payment is approved by the Engineer. Note that most of the monthly progress payments are estimated from the installed street lights.

The Design-Builder is responsible for identifying the most suitable LED Post Top street light fixtures for City consideration on the retrofit project in the proposal. Attachment A-2 identifies the minimum manufacturer/vendor requirements.

The design-builder shall be required to identify the precise location of each streetlight converted by "tagging" each streetlight with GPS location per the GIS requirements of this RFP. All the fixtures submitted by the design-builder for City consideration shall meet the minimum manufacturer/vendor requirements identified in Attachment A-2.

**4. Reference Standards:**

- 4.1.** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

| <b>Title</b>  | <b>Edition</b> | <b>Document Number</b> |
|---|----------------|------------------------|
| Standard Specifications for Public Works Construction (“The GREENBOOK”)   | 2012           | PITS070112-01          |
| City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*  | 2012           | PITS070112-02          |
| City of San Diego Standard Drawings*  | 2012           | PITS070112-03          |
| Caltrans Standard Specifications  | 2010           | PITS070112-04          |
| Caltrans Standard Plans   | 2010           | PITS070112-05          |
| California MUTCD  | 2012           | PITS070112-06          |
| City Standard Drawings - Standard Drawings Approved For Use *   | Varies         | Varies                 |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84  | 1984           | 769023                 |
| The City of San Diego Consultant’s Guide to Park Design and Development*  | 2011           | NA                     |
| NOTE: *Available online under Engineering Documents and References at:<br><a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a> |                |                        |

## LED LUMINAIRE AND CONTROL SYSTEM SPECIFICATION

These specifications are for the following bid items found in RFP #5977 distributed by the City of San Diego:

- LED Adaptive Controls-Enabled Decorative Post Top Street Light Fixtures on Standard Poles
- LED Adaptive Controls-Enabled Decorative Post Top Street Light Fixtures on Gateway Poles

The intent is for the decorative luminaire and luminaire control system to be submitted together and not separately. In addition, luminaire control receptacles adapters shall be submitted for existing induction luminaires to be controlled only in the ON/OFF condition and not dimmed.

### PART 1 – GENERAL

#### 1.1 LUMINAIRE REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available

##### A. American National Standards Institute (ANSI)

1. C78.377-2008 (or latest), Chromaticity of Solid State Lighting Products
2. C82.77-2002 (or latest), Harmonic Emission Limits – Related Power Quality Requirements for Lighting
3. C136.2-2004 (or latest), American National Standard for Roadway and Area Lighting Equipment—Luminaire Voltage Classification
4. C136.22-2004 (R2009 or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
5. C136.25-2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures
6. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
7. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting

##### B. American Society for Testing and Materials International (ASTM)

1. B117-09 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
2. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
3. D523-08 (or latest), Standard Test Method for Specular Gloss

C. Council of the European Union (EC)

1. RoHS Directive 2002/95/EC, on the restriction of the use of certain hazardous substances in electrical and electronic equipment

D. Federal Trade Commission (FTC)

1. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims

E. Illuminating Engineering Society of North America (IESNA or IES)

1. IESNA Lighting Handbook, 10<sup>th</sup> Edition
2. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
3. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
4. RP-8-00 (or latest), ANSI/IESNA American National Standard Practice for Roadway Lighting
5. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
6. TM-3-95 (or latest), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83
7. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
8. TM-16-05 (or latest), Light Emitting Diode (LED) Sources and Systems
9. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources

F. Institute of Electrical and Electronics Engineers (IEEE)

1. IEEE C62.41.2-2002 (or latest), IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
2. ANSI/IEEE C62.45-2002 (or latest), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits

G. National Electrical Manufacturers Association (NEMA)

1. ANSI/NEMA/ANSI C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
2. SSL-1-2010 (or latest), Electronic Drivers for LED Devices, Arrays, or Systems
3. SSI-3-2010 (or latest), High-Power White LED Binning for General Illumination

H. National Fire Protection Association (NFPA)

1. 70-2011 (or latest), National Electrical Code (NEC)

I. Underwriters Laboratories (UL)

1. 1449, Surge Protective Devices
2. 1598, Luminaires
3. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Products

1.2 CONTROL REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

A. American National Standards Institute (ANSI)

1. C12.1-2008 “American National Standard for Electrical Meters – Code for Electricity Metering”
2. C12.19-2008 “American National Standard for Utility Industry End Device Data Tables”
3. C12.20-2010 “American National Standard for Electricity Meters – 0.2 and 0.5 Accuracy Classes”
4. C136.10-2010 “American National Standard for Roadway and Area Lighting Equipment—Locking-Type Photocontrol Devices and Mating Receptacles-Physical and Electrical Interchangeability and Testing”
5. C136.35-2009 “American National Standard for Roadway and Area Lighting Equipment—Luminaire Electrical Ancillary Devices (LEAD)”

B. Federal Communications Commission (FCC)

1. Title 47, Chapter 1, Subchapter A, Part 15, Radio Frequency Devices

C. International Electrotechnical Commission (IEC)

1. 61968-9 ed1.0 (2009-09), “Application integration at electric utilities - System interfaces for distribution management - Part 9: Interfaces for meter reading and control”
2. 60929 ed4.0 (2011-05) “AC and/or DC-supplied electronic control gear for tubular fluorescent lamps - Performance requirements, Annex E (normative), Control interface for controllable control gear”
3. 62386-101 ed1.0 (2009-06) “Digital addressable lighting interface - Part 101: General requirements – System”
4. 62386-102 ed1.0 (2009-06) “Digital addressable lighting interface - Part 102: General requirements - Control gear”
5. 62386-207 ed1.0 (2009-08) “Digital addressable lighting interface - Part 207: Particular requirements for control gear - LED modules (device type 6)”

D. National Fire Protection Association (NFPA)

1. 70 (2011) “National Electrical Code” (NEC)

E. National Transportation Communications for ITS Protocol (NTCIP), a joint standardization project of the American Association of State Highway and Transportation Officials (AASHTO), the Institute of Transportation Engineers (ITE), and the National Electronics Manufacturers Association (NEMA)

1. 1213 v02 (2011), NTCIP Object Definitions for Electrical and Lighting Management Systems (ELMS)

F. Telecordia

1. SR-332 (2011) “Reliability Prediction Procedure for Electronic Equipment”

G. Underwriters Laboratories (UL)

1. 916 (2007) “Energy Management Equipment”

H. Illuminating Engineering Society (IES)

1. Illuminating Engineering Society (IES)
2. RP-16-10 “Nomenclature and Definitions for Illuminating Engineering”
3. TM-23-11 “Lighting Control Protocols”

1.3 RELATED DOCUMENTS

- A. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 5th Edition, with 2010 and 2011 Interim Revisions

1.3.1 DEFINITIONS

- A. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.

1. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.
2. Clarification: The term “LED light source(s)” is used herein per IES LM-80 to broadly cover LED package(s), module(s), and array(s).

1.4 QUALITY ASSURANCE

- A. Before final approval and purchase, the City may request from selected proposers one (1) production line samples for evaluation. One sample shall be for the Standard luminaire and one shall be for the Gateway luminaire. The samples must include adaptive controls. The samples must be identical to product configuration(s) submitted for the RFP and furnished at no cost to the City.

1. Table Top Evaluation – Luminaire samples may be observed and evaluated indoors by the evaluation committee and/or other members of the City.
  2. Field Demonstration – After table-top evaluation, the luminaires may be installed outdoors by the City. The installed luminaires may remain in place for a period no more than (30) days.
- B. After installation, the City may perform field measurements similar to IES LM-50 to verify performance requirements outlined in RFP #5977, giving consideration to measurement uncertainties outlined in IES LM-61.

## 1.5 LIGHTING SYSTEM PERFORMANCE

### A. General Description

1. This specification will provide minimum performance requirements for the LED pedestrian pole luminaire. Luminaires shall meet the general criteria provided in the body of this specification and the particular criteria for each luminaire type defined in RFP #5977.

### B. Luminaire Connected Load

1. Maximum Luminaire On-state Power Consumption
  - a. Gateway luminaire: not to exceed 90 watts (per head), 180 watts per pole
  - b. Standard luminaire: not to exceed 90 watts

### C. Luminaire Initial Delivered Lumen Output

1. Minimum delivered lumens shall be as follows:
  - a. Gateway luminaire: 3300 lumens (per head), 6600 lumens per pole
  - b. Standard luminaire: 3300 lumens
2. Delivered lumen output shall not exceed 5000 lumens per head.

### D. Luminaire Distribution

1. IESNA Type III (asymmetric) luminaire distribution and Type V (symmetric) will be accepted.

### E. Lens:

1. Gateway luminaire: Clear lens
2. Standard Luminaire: Frosted lens

## 1.6 REQUIRED *SUBMITTALS FOR EACH PEDESTRIAN LUMINAIRE* TYPE DEFINED IN RFP no. 5977.

### A. General submittal content shall include:

1. Manufacturer's published specification information. The specification sheet must include:
  - a. Complete luminaire catalog number



- b. Luminaire specification data
  - c. Dimmable LED driver(s)
    - i. Provide diagrams illustrating light output and input power as a function of control signal.
  - d. Documentation that luminaire is adaptive control compatible for selected control system
2. Surge protection device
  3. Instructions for installation and maintenance
  4. TM-21 lumen maintenance report
    - a. Lumen maintenance life value ( $L_{70}$ ) shall be greater than 50,000 hours at  $T_S = 55$  degrees Celsius and at proposed operating drive current (mA). This drive current shall match the LM79 testing report for the proposed luminaire.
  5. LM-79 luminaire photometric report(s) shall be produced by the test laboratory and include:
    - a. Name of test laboratory
    - b. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program. For more information, see <http://ts.nist.gov/standards/scopes/eelit.htm> or [www.ssl.energy.gov/test\\_labs.html](http://www.ssl.energy.gov/test_labs.html).
    - c. Report number
    - d. Date
    - e. Provide explanation if catalog number in test report(s) does not match catalog number of luminaire submitted and clarify whether discrepancy does not affect performance, e.g., in the case of differing luminaire housing color.
    - f. If nominal performance of submitted and tested products differs, submit additional LM-79 report(s) and derivation.
    - g. Description of luminaire, LED light source(s), and LED driver(s)
    - h. Goniophotometry (in IES format)
    - i. Colorimetry
    - j. Scotopic/photopic (S/P) ratio
    - k. Photometric report must be for the complete luminaire that is proposed, including housing, support arms, capital, post top fitter and all external decorative components
  6. Dimming Compatibility Letter of Assurance
    - a. Manufacturer shall submit a letter of assurance that the luminaire is compatible and fully operational, tested *and warranted* with selected control system.
  7. Summary of luminaire recycled content and recyclability per the FTC Green Guides, expressed by percentage of luminaire weight.
- B. Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages

- C. Summary of reliability testing performed for LED driver(s)
- D. Written product warranty as per Section 1.8 below
- E. Buy American documentation
  - 1. Federal Department of Energy (DOE) requirements apply as designated in the website links provided below. These include but are not limited to Buy American provisions and Davis-Bacon labor compliance, and display of on-site Department of Energy signage indicating the funding is provided by a Recovery Act project [http://www1.eere.energy.gov/wip/pdfs/doe\\_arra\\_signage\\_interim\\_guidance.pdf](http://www1.eere.energy.gov/wip/pdfs/doe_arra_signage_interim_guidance.pdf)  
[http://www.eere.energy.gov/golden/ReadingRoom/FOIA/FRD/DE-0002877\\_Solazyme/DE-0002877%20Solazyme\\_Part24.pdf](http://www.eere.energy.gov/golden/ReadingRoom/FOIA/FRD/DE-0002877_Solazyme/DE-0002877%20Solazyme_Part24.pdf)
  - 2. Some aspects of state and federal grants and loan programs require “Buy American”. The supplier shall provide documentation that the supplied product complies with the “Buy American” clause at time of submittal, per the DOE Guidance on Documenting Compliance with the Recovery Act Buy American Provisions [http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html)

#### 1.6.1 WARRANTY

The LED luminaire shall have a minimum warranty of ten years. The warranty shall include one year for labor and 10 years for material only. Materials and testing required for repairing and replacing a luminaire. An LED will be considered failed if the lighting does not meet the expected lumen requirements.

- A. Warranty period shall begin on the date of installation.
- B. The warranty shall provide for all electrical or mechanical components including:
  - 1. Luminaire housing, wiring, and connections
  - 2. LED light source(s)
    - a. Zero or nearly zero light output from more than 10 percent of the LED packages constitutes luminaire failure.
  - 3. LED driver(s)/power supplies
  - 4. Photoelectric control devices and/or control systems compatibility

### PART 2 – LUMINAIRE PRODUCT

#### 2.1 LUMINAIRE REQUIREMENTS

- A. General Requirements
  - 1. Luminaires shall be as specified for each type in RFP no. 5977
  - 2. Luminaire shall be suitable for use in and listed for wet locations by an OSHA NRTL.

3. Electrically test fully assembled luminaires before shipment from factory.
  4. Luminaire shall have an external label per ANSI C136.15
  5. Luminaire shall have an internal label per ANSI C136.22.
  6. Luminaires shall comply with IESNA LM-79 and LM-80, and TM-21.
  7. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
  8. Luminaires shall start and operate in -40°C to +50°C ambient.
  9. IESNA Luminaire Classification (TM-15-11) or better: B1 – U1 – G1
  10. Effective Projected Area (EPA) : 2.0 square feet (max)
  11. Weight: 60 pounds (max)
  12. Minimum Color Rendering Index (CRI): 70
  13. Correlated Color Temperature (CCT): 4000K ± 275K
  14. Luminaires shall be designed for ease of component replacement and end-of-life disassembly.
  15. Luminaires shall be rated per ANSI C136.31 Vibration Level 3G.
  16. Transmissive optical components shall be applied in accordance with LED manufacturer's OEM design guidelines to ensure suitability for the environment in which the luminaire is installed.
- B. LED Light Source (Lamp)
1. The LED lamp shall be comprised of LED modules connected to a non-integrated driver and ready for connection to a production line luminaire.
  2. Luminaires utilizing integrated LED light sources or screw-based retrofit products shall not be accepted.
- C. Luminaire Housing and Aesthetics
1. Housing shall be constructed of cast aluminum.
  2. Driver must be internal and thermally separated from LED compartment.
  3. Access to all internal parts requiring replacement shall not require tools (i.e. "tool-less entry")
  4. Ingress Protection Rating of electronic components: IP65 or higher
  5. Color: Sherwin Williams PLS6 1008F blue TGIC (City of San Diego standard paint finish). Color finish shall be confirmed with the City of San Diego prior to manufacture.
  6. LED optical assembly shall be fully located in upper part of housing.
  7. Luminaire shall have a flat heat tempered glass or acrylic lens directly beneath LED optical assembly to minimize direct view of LEDs. The lens shall be sealed to the housing with a silicone gasket. The lumen output and wattage requirements of Section 1.6 above shall include this frosted lens.
  8. Luminaire shall have a traditional downtown historic aesthetic, round with four support arms, decorative band, and finial.

9. Housing shall have an overall diameter of 16” to 24” and an overall height (including finial, capital and fitter) of 30” to 43”.
10. Style of finial, capital, fitter and upper housing decorative options shall be decided by the City at time of final contract.

#### D. Driver

1. All LED drivers provided with luminaires shall be the dimmable type. Approved dimming signal protocols are 0-10VDC or DALI.
2. Operating voltage: 120 to 277-volt at 50/60 Hz, and shall operate normally with input voltage fluctuations of  $\pm 10$  percent, consistent with NEMA SSI-1-2010, Electronic Drivers for LED Devices, Arrays or Systems. Voltage shall be confirmed with the City of San Diego prior to manufacture.
3. Minimum Power Factor (PF): 0.90 at full input power and across specified voltage range.
4. Maximum Total Harmonic Distortion: 20% at full input power and across specified voltage range.
5. Drive Current: Factory setting shall be 700mA or below. Acceptance of a higher drive current is contingent on the submitted TM-21 lumen maintenance report and approval by the City of San Diego.
6. Driver(s) shall be RoHS compliant.
7. Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperatures indicated in section 2.1.A above.

#### E. Mounting Hardware

1. Luminaires shall utilize a slipfitter-type mounting system for installation over a 3-inch outside diameter open top pipe tenon. Mounting system and tenon size shall be field confirmed prior to manufacture and installation.
2. Slipfitter shall be secured and leveled with hardware that shall prevent galvanic corrosion between the fasteners and aluminum casting.

#### F. Cooling System

1. Mechanical design of protruding external surfaces (e.g. heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
2. The cooling system must be passive utilizing heat sinks, convection or conduction.
3. Fans, diaphragms, pumps, or liquids shall not be acceptable.

#### G. Electrical immunity (including surge protection)

1. Luminaire shall meet the “Elevated” requirements in Appendix A – Electric Immunity. Manufacturer shall indicate whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.

#### H. Electromagnetic interference

1. Shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

I. Painted or finished luminaire components exposed to the environment

1. Powder coat: Super TGIC polyester powder coat 2.0 mil nominal thickness.
2. Finish shall exceed a rating of six (6) per ASTM D1654 after 1000hrs of testing per ASTM B117.
3. The coating shall be per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.

J. BUG Ratings

1. IES TM-15-11 limits for Backlight, Uplight, and Glare shall be as specified for each luminaire type as indicated in Section 2.1A above.
2. Calculation of BUG Ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.
3. Luminaires with U-value greater than one shall not be accepted. U-values shall be calculated using complete luminaire that is proposed, including housing, support arms, frosted LED lens, capital, post top fitter and all external decorative components.

K. The following shall be in accordance with corresponding sections of ANSI C136.37

1. Wiring and grounding
  - a. All internal components shall be assembled and pre-wired using modular electrical connections.
2. Terminal blocks required for incoming AC conductors.
3. Photocontrol receptacle, if required.
4. Latching and hinging

2.2 MANUFACTURER SERVICES

- A. A qualified representative of the Manufacturer shall be available during the first week of LED installation to ensure proper installation, and provide training on the installation, testing, maintenance and operation of the LED luminaire.

PART 3 – CONTROL PRODUCT

3.1 USER ACCESS

- A. The System shall include a menu and map-based Graphical User Interface (GUI) through which all System operation functions can be performed.
- B. The GUI shall be configured or configurable to provide easy, front-page access to the following information:
  1. Control Point location
  2. Control Point equipment type (e.g. Luminaire type, remote sensor type)
  3. Controller and Gateway status (Online, Online reporting error, Offline)
  4. Luminaire status (On, Off)
  5. Luminaire Dimmed State

- C. The System shall ensure secure operation of the Central Management System by preventing unauthorized access, misuse, and modification, and facilitating the prevention of denial of the service attacks.
- D. The System shall provide secure communication between the Central Management System and its associated Gateways and Controllers by one or more of the following means:
  - 1. Physically protecting communication access points
  - 2. Logically enabling security features inherent to the underlying communications protocols.
- E. The System shall be accessible to individual users only by name and password.
- F. The System shall be capable of restricting user access to specific functions. At a minimum, these functions shall include the following:
  - 1. Creating and managing users and groups
  - 2. Configuration
  - 3. Monitoring
  - 4. Control
  - 5. Basic report generation
  - 6. Custom report generation

### 3.2 COMMUNICATION PERFORMANCE

- A. The System shall be capable of detecting communication failures between Controllers and Gateways, and between Gateways and the Central Management System.
- B. The System shall deliver the specified communication performance, with defined, reported, and confirmed command latencies under nominal operating conditions.
  - 1. The System shall respond to any single command originating from within the System in less than 30 seconds.
  - 2. The System shall respond to any single command originating from outside the System (e.g. a Traffic Control signal) and communicated to the Central Management System in less than 30 seconds.
- C. The System shall be capable of upgrading Controller and Gateway firmware over the communication network.

### 3.3 GATEWAYS

- A. Gateways shall be capable of normal operation over a temperature range of -40°F to 120°F.
- B. Gateway enclosures shall be rated IP66.
- C. All Gateways shall operate from the following input voltage (nominal  $\pm 10\%$ ):
  - 1. Universal input: 120-277
- D. The peak power requirement of the Gateway shall be no greater than 5 Watts.

### 3.4 Control Points

- A. Controllers shall be capable of normal operation over a temperature range of -40°C to 50°C
- B. Controllers shall be rated IP65
- C. Input Voltage Requirements
  - 1. Universal input 120-277V
- D. The peak power requirement of the Controller shall be no greater than 3 Watts.
- E. Controllers shall be capable of specifying the status (ON, OFF) of Luminaires.
- F. Controllers shall be capable of scheduled control, whereby Controllers modify Luminaire operation only according to a predefined schedule. Scheduled control may be either event based, whereby Controllers modify Luminaire operation when the next event in the schedule occurs, or time based, whereby Controllers modify Luminaire operation when a specific time in the schedule occurs.
- G. Controllers shall be capable of continuous control, whereby Controllers modify Luminaire operation only as a result of a dynamic stimulus, which may be generated manually (the result of an operator input) or automatically (the result of a sensor input, if present).
- H. Controllers shall be capable of logging hours in the ON State.
- I. Controllers shall be capable of measuring instantaneous power and logging energy consumption. Input Power, Current and Power Factor shall be measured, and energy consumption shall be logged at each Control Point for the Luminaire AND the Controller.
- J. Controllers shall measure power according to ANSI C12.1, Section 5.1.2, Accuracy Requirements.
- K. Controllers shall log energy consumption according to the following specifications: 2% +/- of actual at 25°C.
- L. Controllers shall be capable of measuring or otherwise determining the following parameters:
  - 1. Ambient light (via photoelectric sensor)
- M. During normal operation, Controllers shall be capable of monitoring and REPORTING the following parameters:
  - 1. Controller status (Online, Offline, Warnings, Errors)
  - 2. Luminaire status (ON, OFF, Dimmed State, Warnings, Errors)
  - 3. Average Input voltage (RMS) in ON state
  - 4. Average Input current (mA) in ON state
  - 5. Average Input power (W) in ON state
  - 6. Average Input power factor in ON state
  - 7. Operational (ON state) time (minutes)
  - 8. Energy consumption (kWh)

- N. During offline operation the Controller shall be capable of monitoring and STORING the following TIME-STAMPED parameters from Control Points connected to The System:
  - 1. Controller status (Online, Offline, Warnings, Errors)
  - 2. Luminaire status (ON, OFF, Dimmed State, Warnings, Errors)
  - 3. Operational (ON state) time (minutes)
  - 4. Energy consumption (kWh)
  - 5. Average Input voltage in ON state (RMS)
  - 6. Average Input current in ON state (mA)
  - 7. Average Input power in ON state (W)
  - 8. Average Input power factor in ON State
- O. During offline operation Controllers shall be capable of maintaining Luminaire control by:
  - 1. Continuing to operate according to the most recently programmed scheduled control or a default scheduled control if one has not yet been programmed
  - 2. Continuing to operate according to the most recently programmed dynamic control or a default dynamic control if one has not yet been programmed, using input from an internal Photoelectric Sensor
- P. During offline operation Controllers shall be capable of STORING measurements of all Control Point parameters for ALL Control Points at a maximum STORING frequency of Once every 12 hours.
- Q. During offline operation Controllers shall be capable of STORING data at the specified STORING frequency for a minimum STORING period of 2 weeks.
- R. Controllers shall automatically REPORT all data STORED during offline operation (through the transfer of data to the Gateway) once communication is restored.

### 3.5 ADAPTIVE CONTROL

- A. The System shall be capable of adaptively controlling Luminaires by specifying the status (ON, OFF) of individual Luminaires and/or groups of Luminaires.
- B. The System shall be capable of adaptively controlling Luminaires by specifying the Dimmed State of individual Luminaires and/or groups of Luminaires.
- C. Specified changes to Luminaire Dimmed States shall occur at the following rate:
  - 1. 10% per minute.
- D. The System shall be capable of specifying the Luminaire dimmed state by input power (percent relative watts).
- E. The System shall be capable of controlling individual Luminaires or groups of Luminaires according to schedules that are predefined:
  - 1. On a weekday recurring basis
  - 2. On a weekend recurring basis
- F. The System shall be capable of modifying or overriding the scheduled control of individual Luminaires according to input from a Photoelectric sensor which may be integral to the Controller, or located remotely.



- G. The System shall be capable of automatically compensating (by increasing Luminaire input power) for the lumen depreciation of Luminaires to maintain constant Luminaire light output (lumens) over time.
- H. The System shall be capable of setting a maximum Luminaire input power (watts) that will not be exceeded when operating Luminaires to maintain constant light output (lumens).

### 3.6 REMOTE MONITORING

- A. The System shall be capable of monitoring System performance, in order to identify and report any exception to normal operation of the System or any of its Components.
- B. All Remote Monitoring data shall be stored on the Central Management Server.
- C. During normal operation, the System shall be capable of REPORTING all Control Point parameters for ALL Control Points at a maximum Reporting Frequency of once every 12 hours.
- D. During normal operation, the System shall be capable of REPORTING all Control Point parameters for a defined (1 or more) SUBSET of Control Points at a maximum Reporting Frequency of once every 15 minutes.
- E. The System shall be capable of comparing all REPORTED Control Point parameters with optional pre-defined maximum and minimum thresholds, and generating error messages in real-time (based on REPORTED data availability) for any condition that violates a specified threshold a specified number (1 or more) of times.
- F. The System shall be capable of creating Remote Monitoring reports:
  - 1. Based on the generation of an error message
  - 2. Based on a pre-defined schedule
- G. The System shall be capable of creating pre-defined Remote Monitoring reports containing:
  - 1. Instances of communication loss between a Controller and Gateway, sorted by service location
  - 2. Instances of communication loss between a Gateway and the Central Management Server, sorted by service location
  - 3. Control Points with error conditions, sorted by error type and/or service location
  - 4. Billing Data for individual Luminaires and/or Groups of Luminaires
- H. The System shall be capable generating Notifications, whereby specified Remote Monitoring reports (pre-defined or customized) are sent to assigned users and/or user groups via text message (SMS) and/or email.

### 3.7 INVENTORY MANAGEMENT

- A. The System shall be capable of storing the following asset information for all Control Points:
  - 1. Pole number
  - 2. Pole type
  - 3. Pole GPS location
  - 4. Pole grouping

5. Luminaire make and model
6. Luminaire nominal input voltage
7. Luminaire power requirement (wattage)
8. Luminaire installation date
9. Utility billing account number
10. Number of operating hours per pole

B. All Inventory Management data shall be stored on the Central Management System.

### 3.8 SIZE AND SCALABILITY

- A. The System shall be capable of performing all functions and meeting all requirements described herein for total of 250,000 Control Points.
- B. The System shall be capable of being upgraded (e.g. through the incorporation of additional Gateways, or higher performing Gateways) to handle up to 750,000 additional Control Points.

## PART 4 — CONTROL COMPATIBILITY

### 4.1 CENTRAL MANAGEMENT SYSTEM

- A. The Owner shall host the System using an Owner specified Central Management System.

### 4.2 BACKHAUL COMMUNICATION NETWORK

- A. The System is required to be compatible with owner supplied Ethernet for the Backhaul Communication Network.

## PART 5 — RATED LIFE, RELIABILITY, and WARRANTY

### 5.1 CENTRAL MANAGEMENT SYSTEM

- A. The rated life of all Components shall be 15 years or more at an ambient temperature of 25 degrees Celsius.

### 5.2 WARRANTY

#### A. Warranty Period

1. Warranty periods shall begin on the date of successful control start-up. The Manufacturer shall provide the Owner with appropriate signed warranty certificates together with shipment.

#### B. Hardware

1. All Components shall be covered by a single source written replacement warranty covering material and workmanship for a period of FIVE years

#### C. Software/Firmware

1. All software and firmware shall be covered by a written replacement warranty covering material and workmanship for a period of ONE year.

- D. Luminaire warranty shall cover material and workmanship for a period of ten years.

END OF SECTION

5. **Attachment A-1** – Attachment A-1 is the comprehensive street light list of the 3,600 post top street lights with GPS locations, type of fixture, wattage, City SAP, SDG&E reference #, and their respective attributes. Tab reflects a subset spreadsheet of about 20 records; each of both Gateway and Standard poles.

The Decorative Post Top Inventory List of Lights is available for review or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

**Attachment A-2 – Minimum Requirements of Design-Build Team and Manufacturer**

Qualification #1 - 5 Years Experience The Manufacturer of the proposed induction luminaires is required to have a minimum of five (5) years in business manufacturing UL Listed outdoor decorative post top lighting. The Manufacturer shall provide and attach documentation to this sheet verifying this experience manufacturing UL Listed outdoor lighting.

Manufacturer certifies to have been in business manufacturing outdoor decorative post top street lights from January 1, 2008 or earlier.

Yes \_\_\_\_\_ No \_\_\_\_\_

Other Street Light Technologies/Types:

|                      |               |          |                           |
|----------------------|---------------|----------|---------------------------|
| Low Pressure Sodium  | Yes _____     | No _____ | Years Manufacturing _____ |
| High Pressure Sodium | Yes _____     | No _____ | Years Manufacturing _____ |
| LED                  | Yes _____     | No _____ | Years Manufacturing _____ |
| Induction            | Yes _____     | No _____ | Years Manufacturing _____ |
| Other Technologies   | Specify _____ |          |                           |
| Decorative/Acorn     | Yes _____     | No _____ | Years Manufacturing _____ |
| Retrofit Kits        | Yes _____     | No _____ | Years Manufacturing _____ |

Please attach product specification sheets for Other Street Light Technologies/Types

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #2 - Sale and Delivery of at Least 3,000 LED Fixtures The Manufacturer is required to provide proof of sale and delivery of at least 3,000 LED lighting fixtures similar to the items in this RFP to public agencies or utilities within the United States of America in the past three (3) years. This submittal should include the specific type, and to whom the items were delivered, and the total number installed to date. The Manufacturer shall provide and attach documentation to the RFP verifying this level of experience.

Date \_\_\_\_\_

Contract \_\_\_\_\_

Induction Completed \_\_\_\_\_

Name and Address of the Customer  
\_\_\_\_\_

Contact Person Name and Telephone Number  
\_\_\_\_\_

Number of Street Lights installed  
\_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #3 - Proof of Manufacturer's Authorized Distributor

The Manufacturer is required to be a manufacturer, or supplier's authorized distributor for LED street light luminaires and manufacturer-approved LED. The Manufacturer shall attach, immediately behind this page, documentation to the RFP verifying their status as a manufacturer or a manufacturer's authorized distributor.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Identify a single point of contact for the manufacturers authorized distributor

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #4 - ARRA Audit and “Buy America” Compliance A portion of the funding for this project has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Manufacturers, including both prime and subcontractors are subject to audit by appropriate Federal or State of California (State) entities. Manufacturer/supplier shall warrant by endorsement that they can and shall comply with the reporting and operational requirements of the ARRA audit process. Manufacturers/supplier shall also certify that all products to be provided in fulfilling this contract meet the “Buy America” requirements as set forth in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI). Submit Substantial Transformation form (as identified in Attachment C, Front End Volume 1, Section 5, Article 27 Buy American Certification).

Manufacture certifies that they shall comply with the reporting and operational requirements of the ARRA audit process.

Yes \_\_\_\_\_ No \_\_\_\_\_

Design-Builder certifies that all products to be provided in fulfilling this contract meet the “Buy America” requirements set forth in the ARRA.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #5 - Certification to Current IES Definition of Uplight (U) ratings could not exceed 1 and Glare (G) ratings could not exceed 2. Backlight (B) rating could not exceed 2 and all products are specified with either a Type III or Type V distribution. Light Distribution and IES Files Manufacturer shall certify that luminaires shall conform to the current Illuminating Engineering Society (IES) definition of “Full Cut-Off”, with zero illumination above an angle of 90 degrees above the nadir.

Yes \_\_\_\_\_ No \_\_\_\_\_

Manufacturer shall provide IES files certified for each fixture type from an independent laboratory, IES- certified testing facility.

Design-Builder certifies that they shall provide IES files within 48 hours of request for each fixture type to be offered.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_



Qualification #6- Adaptive Controls Components Provision. Design-builder, along with the proposed manufacturer, shall certify that its proposed adaptive controls system shall include a revenue/utility grade meter per streetlight. A revenue-grade meter is defined as providing +/- 2% accuracy measuring kWh output and kW.

Yes \_\_\_\_\_ No \_\_\_\_\_

**Contractor**

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Manufacturer**

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #7 - Bonds and Securities Design-Builder certifies that they have the financial capability to furnish the required bonds and securities (Material, Payment, and Securities) which the successful manufacturer shall be required to furnish during the Design-Builder evaluation process.

Design-Builder certifies that they have the financial resources to furnish the necessary bonds and securities.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Minimum Street Light Design-Builder/Manufacturer Qualifications

Qualification #8 - Absence of Intellectual Property Disputes and Manufacturer's Certification of Warranty

Design-Builder shall provide a notarized document indicating that the products supplied by the company, whom any future agreement or contract may be contemplated, is not named in any intellectual property dispute.

The Manufacturer shall attach immediately behind this page the **notarized** document described above.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #9 - Fixture Photocell Receptacle and Identification Labels

Photocell Receptacle: Each luminaire shall have at a minimum a prewired 3-prong (twist-lock) ANSI C136.10 photocell receptacle and photocell. An optional pre-wired 5-prong (twist-lock) ANSI C136.41 5 pin Nema 5 conductor socket may be provided and shall be considered an equal substitute.

Manufacturer shall also certify with this qualification that either the 3-prong or 5-prong twist receptacle will be fully compatible with any proposed Adaptive Controls solution.

Each luminaire shall have the manufacturer's name, trademark, model number, serial number, date of manufacture (month and year), and lot number as identification permanently marked inside each unit and the outside of each packaging box.

Each luminaire shall have the wattage and voltage indicated on the bottom of the luminaire and text large enough so that it may be readily seen by an observer standing below the fixture.

**NOTE: Manufacturer compliance included?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

### **Attachment A-3**

The first phase of the project may include approximately 2,000 or more luminaires. It will be funded with QECB funds. This first phase needs to be completed according to the following milestones. Installation and final invoice submitted to the City two weeks prior to the official QECB funding milestone date of March 15, 2014.

The design-build contractor shall develop its schedule and demonstrate how it will meet the above schedule, with particular attention paid to meeting the funding deadline of March 15, 2014 for the QECB funds.

**ATTACHMENT B**  
**PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA**

## PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

### ENVIRONMENTAL SERVICES DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. Identification of the Design-Builder (PASS/FAIL)

Failure to provide the Identification of the Design-Builder will result in the Proposal being considered non-responsive and ineligible for further consideration.

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- c. If company is wholly owned subsidiary of a “parent company,” identify the “parent company.”
- d. Addresses of offices located in San Diego County.
- e. Number of years that company has maintained office in San Diego County.
- f. Number of employees in San Diego County.
- g. City of San Diego Business License Number, State Contractor’s License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).
- h. Name, title, address and telephone number of person to contact concerning the Proposal.

2. Addenda to this RFP (PASS/FAIL)

**2.1.** Design-Builder shall confirm in its Technical Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered non-responsive and ineligible for further consideration.

**2.2.** Design-Builders are not required to include copies of the actual addenda in its Proposal.

3. Exceptions to this RFP (PASS/FAIL)

If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

4. Executive Summary (5 Points Max)

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered **non-responsive** and ineligible for further consideration.

5. Project Team (10 Points Max)

Describe the proposed management plan for this project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:

- a. Installation Subcontractors
- b. Electrical - Lighting Designer
- c. GIS and GPS Software Technicians

Identify the business ownership including the type of business venture (corporation, partnership, joint venture, etc.).

Describe the organizational structure, providing a graphic representation of the organizational hierarchy that includes each entity (designer, consultant, contractor, subcontractor, vendor, and supplier) and the number of years each firm has been in business under its present name and/or organizational structure.

Identify whether any of the design build team members have been involved in any bankruptcy or reorganization in the last ten (10) years. If yes, please explain. Identify the number of years each entity assembled under the design build umbrella operated under its current name and/or management.

6. Technical Approach and Design Concept (50 Points Max)

The below matrix identifies the technical requirements for the streetlight luminaires. These criteria will be evaluated in accordance with the percentage or “Weight” identified. The score for this technical section will be prorated as 30 Points in the overall selection criteria. Design-builders should describe how they comply with each attribute identified. Appropriate submittals should be included for each item. Each item indicated shall have the corresponding Attribute number as identified in the below matrix on the upper right corner of each submittal. These criteria will be used by the City to aid in making an informed evaluation of the Design-Builder’s technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements shall be included in this Technical Proposal:

**Attribute**

1. Multiple Operating Voltages: It is desirable to have multi-voltage or multi-volt ballasts/generators so that one type of fixture is operable between 110 and 277 Volts AC. 5%
2. Unspecified value, identify items or services offered in addition to those in the attached specifications or scope of work offered as part of the proposal. If none, please state “none”. 15%
3. Ingress Protection (IP) Rating: Street light fixtures with IP rating greater than IP-54 for the optical assembly. 5%
4. Lumen depreciation: Manufacturers shall state both L-70 and L-85 rating, including testing method used. L-70 rating shall be at a minimum of 50,000 hours. 15%.



5. Surge Suppression: identify how well the fixture manages to withstand high repetition transients as a result of utility transients. Provide documentation indicating how transients are suppressed with on-board circuitry for Surge Suppression utilizing Surge Suppression Devices (SSD). 10%
6. Dimming: Describe the dimming capability utilizing standard 0-10v dimming driver technology. Provide a matrix indicating Lumen output versus input wattage. Provide manufacturer's specification in the appendix of the design-builder's proposal showing the proposed equipment, configuration and software interface for the proposed adaptive controls system.10%
7. Fixture assembly design, and construction workmanship including but not limited to: weight, optical assembly, openings, seals and gaskets compartments, component accessibility and ease of component access, workmanship of fixture housing, component alignment, use of internal space, paint, non-corrosive parts including, screws, and mounting hardware. Components with "plug and receptacle" type connections hinged doors lanyards. Fixture construction to prevent the components from accidentally opening while providing ease of accessibility within the fixture, Power supply connection to the power door with quick disconnect device. 10%
8. Extended Manufacturer's Warranty: Will the manufacturer provide an extended warranty in excess of 120 months from the date of installation. 5%
9. IES Files photometric file review and lumen depreciation, fixture Lighting Efficiency Rating (LER). Provide submittals certified independent laboratory photometric test results for a 21 foot mounting height for the Gateway pole and 12 foot height for the Standard pole height showing iso-foot candle and point-to-point foot candle measurements for each fixture submitted. Fixtures submittals shall provide IES illumination metrics and including but not be limited to uniformity ratio, luminance, and small target visibility calculations in accordance with IES RP-8, 2005 version. (Note: Each agency may identify any additional photometric criteria.) 5%

**Identify Fixtures**

Submit fixture catalogue sheets from the manufacture for each fixture submitted for Gateway and Standard poles. The panel will score each fixture in accordance with the specifications identified in Attachment A-2. Those in final consideration may be asked to provide sample fixtures for evaluation. 20%

**LEDFixture Wattage**

|  | <b>Catalogue Number</b> |
|--|-------------------------|
| LED Standard Pole Post Top – Replace 150W HPS Post Top Luminaire | Insert Cat. #           |
| LED Gateway Pole Post Top – Replace 250W HPS Post Top Luminaire  | Insert Cat. #           |

**Note: Design-Builder in the final review process may be required submit sample fixture**

7. **Design-Builder Capability (25 Points Max)**

The below matrix identifies the capability requirements for the Design-Builder. These criteria will be evaluated in accordance with the percentages identified. The score for this technical section will be prorated as 20 Points in the overall selection criteria. Design-Builders shall describe how they comply with each attribute identified. Each item shall contain the corresponding number identified in the below matrix.

## Design-Builder Capability Matrix

### # Attribute Weight

1. Local Representation – Percentage of work force from San Diego County. Ability to assemble local team of local subcontractors, vendors, and manufacturers. 10%
2. What experience does the design-builder bring to the table to reach milestones, accelerate construction as needed to and maintain project milestone goals as identified in Attachment A-3. What is the track record on completing projects on time and within budget. 10%
3. Experience with the selection and/or evaluation of adaptive controls technology for streetlights. 10%
4. Experience establishing and enforcing warranties including responsiveness to repair nonfunctional street lights. 5%
5. History of reliable street light fixture and component selection. Experience developing and/or designing “best practices” for street light systems with luminaire performance utilizing technical attributes such as measuring heat dissipation while preventing objectionable material such as particulate intrusion that cause lumen depreciation. Identify the number of street lighting patents for new technology that sustain the expected life or increase the efficiency of street lighting systems. Previous awards for design or construction. 15%
6. Experience selecting outdoor lighting fixtures. Expertise with IES criteria including but not limited to BUG ratings, small target visibility, luminance, illuminance for comprehensive evaluation of fixture criteria, and software used for evaluating photometrics, including S/P ratios 10%
7. Experience designing traffic control plans and obtaining traffic control permits. 5%
8. Organizational skills to mobilize workforces in an effective fashion to accomplish milestones. Ability to utilize several contractors and secure stream of material for a most effective contracting installation work force. 10%
9. Experience with GIS (Geographical Information System) and GPS (Global Positioning System) and Microsoft Excel spreadsheets as they relate to modifying the street light lists identified on the FTP site. Ability to sort, match and modify the street light locations lists. Modify the City list by adding the unique SDG&E street light number to assemble and update the City street light list with location description, GPS coordinate, date of conversion, existing wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number. 15%
10. Experience assisting with public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues.  
  
Experience with agency or government large projects where the project activities are subject to public and media scrutiny. 5%

11. Experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE. 5%

8. **Submittal Organization and Clarity (5 Points Max)**

The design-builder shall submit the below forms as cover page for the referenced sections when submitting their proposal. Blank electronic forms are available on the FTP site.

Additional information may be appended to the section. Clearly labeled the upper right-hand corner of each sheet with the corresponding reference number indicated in below table, and organize the proposal in accordance with the sections identified. The panel will use the forms submitted with each proposal to score. It is suggested that the design-builder maintain this organization to score well, in category Section 9 **Submittal Organization and Clarity**.

Identify a single point of contact if questions arise regarding the contents of design-builder's proposal.

9. **Reference Checks (5 Points Max)**

**Total Points: 100**

Proposals that do not contain the aforementioned components may be rejected as **non-responsive**.

**ATTACHMENT C**  
**CONTRACT FRONT END VOLUME 1**

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L.Cosio-Azar/NB/egz

## CONTRACT DOCUMENTS



## FOR

## POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ K-13-5977-DB1-3-C  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-13139  
CLIENT DEPARTMENT: \_\_\_\_\_ 2115  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
PROJECT TYPE: \_\_\_\_\_ IH

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE OR FEDERAL
- THIS IS A CALIFORNIA ENERGY COMMISSION FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.

- 1.1. The RFP including Design-Build Bridging Documents.

2. **EQUAL OPPORTUNITY:**

- 2.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

- D. **CITY'S EQUAL OPPORTUNITY COMMITMENT.**

1. **Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.

3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in

Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to

identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.



15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**4. SUBCONTRACTING PARTICIPATION PERCENTAGES.**

- 4.1. 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.
- 4.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. See Notice Inviting Bids. 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.
- 4.3. 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.
- 4.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
- 4.5. **Department of Energy (DOE):**
  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%
- 4.6. Bid will be declared **non-responsive** if the Bidder fails any of the following conditions:
  1. Submission of GFE documentation, as specified in the Special Provisions.
  2. Attending the Pre-Submittal Meeting.
  3. Bidder's submission of GFE documentation demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within 4 Working Days of the Bid opening.

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

- 5.1.** Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

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

- 6. CONTRACT TIME:** The Contract Time for completion of the Work shall be **150 Working Days**.

- 7. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.

- 8. WAGE RATES:** Prevailing wages are applicable to this contract. See Funding Agency Provisions for more information.

**9. INSURANCE REQUIREMENTS:**

- 9.1. 7-3.2.6 Railroad Protective Liability Insurance**

- 9.2. 7-3.2.6.1 Flagman**

- 9.3. Contractor is responsible for all the payment for labor, material and equipment related to necessary construction traffic control, including MTS traffic control.**

- 9.4.** 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.

Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**10. PREQUALIFICATION OF CONTRACTORS:**

- 10.1.** Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed non-responsive and ineligible for award. Complete information and prequalification questionnaires are available at:

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

- 10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandieg.gov](mailto:dstucky@sandieg.gov).
- 11. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. 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 on the form provided for this purpose in the Bid.
- 12. 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.
- 13. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 14. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 15. AWARD PROCESS:**
- 15.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 15.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 15.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 16. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- 17. 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 Contracting Group.

**18. QUESTIONS:**

- 18.1.** The Director (or designee), of the 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. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 18.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 18.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 18.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 19. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. 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 with the Notice Inviting Bids and Contract forms.
- 21. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 21.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 21.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

- 21.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 21.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 22.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 22.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 22.3. A Bid received without the specified bid security will be rejected as being non-responsive.

**23. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 23.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 23.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- 23.3. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 23.4. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 23.5. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 23.6. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 23.7. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 23.8. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 23.9. The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

**24. BID RESULTS:**

- 24.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City’s web page: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 24.2. To obtain Bid results, either attend Bid opening, review the results on the City’s web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**25. THE CONTRACT:**

- 25.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 25.2. 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.

- 25.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 25.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 25.5.** 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. 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.
- 26. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 27. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 27.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 27.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 27.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 27.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 27.5.** 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.

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

27.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

**28. PRE-AWARD ACTIVITIES:**

28.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

28.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**29. REQUIRED DOCUMENT SCHEDULE:**

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

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

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

| ITEM | WHEN                         | BY           | WHAT  | FORMS ARE DUE WITH: |                |
|------|------------------------------|--------------|---|---------------------|----------------|
|      |                              |              |   | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 1.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Price Proposal Form   |                     | √              |
| 2.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 |                     | √              |
| 3.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Contractors Certification of Pending Actions  |                     | √              |
| 4.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Equal Benefits Ordinance Certification of Compliance  |                     | √              |
| 5.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Lobby Prohibition, Certification and Disclosure   |                     | √              |



| ITEM | WHEN   | BY           | WHAT   | FORMS ARE DUE WITH: |                |
|------|--|--------------|--|---------------------|----------------|
|      |  |              |  | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 6.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities |                     | √              |
| 7.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Disclosure of Lobbying Activities  |                     | √              |
| 8.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA05 – Design-Build List of Subcontractors                          |                     | √              |
| 9.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA15 - Design-Build List of Subcontractors                          | √                   |                |
| 10.  | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA25 - Design-Build Named Equipment/Material Supplier List          |                     | √              |
| 11.  | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA30 - Design-Build Named Equipment/Material Supplier List          | √                   |                |
| 12.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Federal Good Faith Documentations  |                     |                |
| 13.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.        |                     |                |
| 14.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Form AA61 – List of Work Made Available                                  |                     |                |
| 15.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Form AA62 – Summary of Bids Received                                     |                     |                |
| 16.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Form AA63 –Good Faith Effort List of Subcontractors Solicited            |                     |                |

| ITEM | WHEN   | BY                    | WHAT  | FORMS ARE DUE WITH: |                |
|------|--|-----------------------|---|---------------------|----------------|
|      |  |                       |   | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 17.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Phased Funding Schedule Agreement   |                     |                |
| 18.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Pre-Award Schedule  |                     |                |
| 19.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided. |                     |                |
| 20.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>                                       |                     |                |
| 21.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contract Forms - Agreement  |                     |                |
| 22.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contract Forms – Performance Bonds and Labor and Materialmen's Bond   |                     |                |
| 23.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Certificates of Insurance and Endorsements  |                     |                |
| 24.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractor Certification - Drug-Free Workplace  |                     |                |
| 25.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractor Certification - American with Disabilities Act   |                     |                |

| ITEM | WHEN   | BY                    | WHAT   | FORMS ARE DUE WITH: |                |
|------|--|-----------------------|--|---------------------|----------------|
|      |  |                       |  | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 26.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS   | APPARENT LOW PROPOSER | Contractors Standards - Pledge of Compliance |                     |                |
| 27.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Form BB05 – Work Force Report                |                     |                |



# Southern Contracting Company

LIC NO. 222252

559 Twin Oaks Valley Road •  
Phone 760-744-0760 •

P.O. Box 445 •

San Marcos, CA 92079  
Fax 760-744-6475


## Municipal Street Lighting Retrofit Project Phase Two Piggyback Procurement Clause

### Piggyback Procurement


It is intended that any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in state of California shall have an option to procure identical equipment and/or services as set forth in this Proposal. The City of San Diego shall incur no financial responsibility in connection with orders issued by another public agency. The participating public agency shall accept sole responsibility for placing orders or making payments to file vendor.

  
\_\_\_\_\_  
Timothy McBride  
President, Southern Contracting Company

OCT 04 2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tony Heinrichs  
Director, Public Works  
City of San Diego

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lorie Cosio-Azar  
Project Officer  
City of San Diego

10-9-13  
\_\_\_\_\_  
Date

# CONTRACT FORMS

## AGREEMENT

# CONTRACT FORMS AGREEMENT

## DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this **07 day of October, 2013**, by and between The City of San Diego [City], a municipal corporation, and **Southern Contracting Company** [Design-Builder], for the purpose of designing and constructing the **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract** in the amount of **Five Million Two Hundred Forty-Three Thousand Seven Hundred Thirty Dollars and 00/100(\$5,243,730.00)**. The City and Design-Builder are referred to herein as the "Parties".

### RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-13-5977-DB1-3-C** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

### AGREEMENT

- A. **Recitals and Exhibits.** The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement section are incorporated into the Contract by this reference.
- B. **Contract Performance.** The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

- C. Attachments. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its designee, pursuant to Municipal Code 22.3107 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Tony Heinrichs

By Frederick M. Ortlieb

Print Name: Tony Heinrichs  
Public Works Director

Print Name: FREDERICK M. ORTLIEB  
Deputy City Attorney

Date: 10/16/13

Date: October 10, 2013

CONTRACTOR

By Timothy R. McBride

Print Name: Timothy R. McBride, President

Title: \_\_\_\_\_

Date: OCT 09 2013

City of San Diego License No.: B1974004617

State Contractor's License No.: 222252

**CONTRACT/AGREEMENT  
ATTACHMENTS**



EXECUTED IN TRIPLICATE

BOND NO. 105968910

PREMIUM: \$43,396.00

**Premium Is For Contract Term  
And Is Subject To Adjustment  
Based On Final Contract Price**

**CONTRACT ATTACHMENT**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

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

SOUTHERN CONTRACTING COMPANY, a corporation, as principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of \*\* \_\_\_\_\_ for the faithful performance of the annexed contract, and in the sum of \*\*\* \_\_\_\_\_ for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**, Bid Number **K-13-5977-DBI-3-C**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

\*\*FIVE MILLION TWO HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$5,243,730.00)

\*\*\*FIVE MILLION TWO HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$5,243,730.00)

**CONTRACT ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

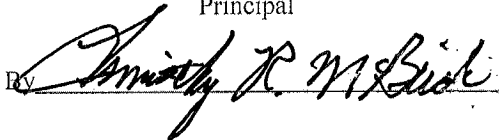
---

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

Dated SEPTEMBER 16, 2013

Approved as to Form and Legality

SOUTHERN CONTRACTING COMPANY  
Principal


By 

TIMOTHY R. McBRIDE, PRESIDENT  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
Surety

By   
MARK D. IATAROLA, Attorney-in-fact

Approved:

By   
Mayor or Designee

9325 SKY PARK COURT, SUITE 220  
Local Address of Surety

SAN DIEGO, CA 92123  
Local Address (City, State) of Surety

858/616-6240  
Local Telephone No. of Surety

Premium \$ 43,396.00

Bond No. 105968910

**Premium Is For Contract Term  
And Is Subject To Adjustment  
Based On Final Contract Price**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO

On 9/16/2013 before me, DEBORAH D. DAVIS, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA  
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

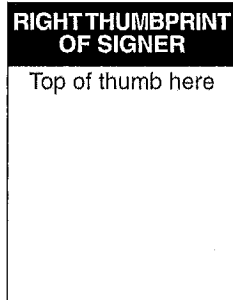
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: MARK D. IATAROLA

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226183

Certificate No. 005489433

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John G. Maloney, Mark D. Iatarola, Glenda J. Gardner, Michelle M. Basuil, and Helen Maloney

of the City of Escondido, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 14th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

# CONTRACTOR CERTIFICATION

---

## DRUG-FREE WORKPLACE

**PROJECT TITLE:** Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

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 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

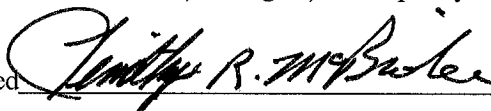
### **Southern Contracting Company**

---

(Name under which business is conducted)

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

Signed



---

Printed Name

**Timothy R. McBride, President**

---

Title

---

# CONTRACTOR CERTIFICATION

---

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

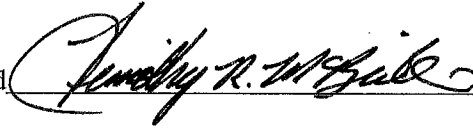
### **Southern Contracting Company**

---

(Name under which business is conducted)

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

Signed



Printed Name

**Timothy R. McBride, President**

Title

# CONTRACTOR CERTIFICATION

---

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE: Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**

I declare under penalty of perjury that I am authorized to make this certification on behalf of Southern Contracting Company, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 9th Day of October, 2013 OCT 09 2013

Signed 

Printed Name Timothy R. McBride, President

Title \_\_\_\_\_

**AFFIDAVIT OF DISPOSAL**

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

**Post Top Pedestrian Street Light Conversion Project Design-Build Contract**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-5977-DB1-3-C**; SAP No. (WBS/IO/CC) **B-13139** proctoring means; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State



COMPANY LETTERHEAD  
**CERTIFICATE OF COMPLIANCE**

---

**Materials and Workmanship Compliance**

For Contract: \_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

**Material Description:**

|                                     |
|-------------------------------------|
| Manufacturer: _____                 |
| Model: _____                        |
| Serial Number (if applicable) _____ |
| Quantity to be supplied: _____      |
| Remarks: _____                      |

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Diego**  
**Engineering and Capital Projects, Field 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.

| <b>CONTRACT ITEM NO.<br/>(Bid Item)</b> | <b>KIND OF MATERIAL<br/>(Category)</b> | <b>NAME AND ADDRESS WHERE<br/>MATERIAL CAN BE INSPECTED<br/>(At Source)</b> |
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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: \_\_\_\_\_

**PHASED FUNDING SCHEDULE AGREEMENT**

**Check one:**

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

**NOTE: THIS IS A SAMPLE PHASE FUNDING SCHEDULE AGREEMENT FORM.**

Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

**BID NUMBER:** \_\_\_\_\_

**CONTRACT TITLE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

| <b>Funding Phase</b> | <b>Phase Description</b>   | <b>Phase Start</b> | <b>Phase Finish</b> | <b>Not-to-Exceed Amount</b> |
|----------------------|--|--------------------|---------------------|-----------------------------|
| 1                    | The first phase of the funding has been secured from proceeds of a federal government Qualified Energy Conservation Bond (QECCB) that may cover the design and installation of approximately 2,000 Post Top lights.  | 08/1/2013          | 3/15/2014           | \$3.5 million dollars       |
| 2                    | The second phase of the remaining approximately 1,000 Post Top lights; retrofit approximately 600 existing induction cobra head fixtures with adaptive nodes, and this portion of the project will be funded with a California Energy Commission (CEC) loan. | 08/1/2013          | <b>06/30/2014</b>   |                             |
|                      | <b><u>to this form as necessary.</u></b>   |                    |                     |                             |
|                      |  |                    |                     |                             |
|                      |  |                    |                     |                             |
| <b>Total</b>         |  |                    |                     |                             |

Notes:

- (1) City Supplements 9-3.6, "PHASE FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lorie Cosio-Azar  
Project Manager

Name: \_\_\_\_\_

Department Name: Environmental Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**-END OF PHASE FUNDING SCHEDULE AGREEMENT-**

**FEDERAL REQUIREMENTS**  
Davis-Bacon Act And Buy American  
And Funding Agency Provisions

**Davis-Bacon Act (DBA) Question and Answer Form  
for Programs Funded by the American Recovery and Reinvestment  
Act of 2009 (ARRA)**

***Basic Provisions***

**• What does the Davis-Bacon Act (DBA) require?**

The Davis-Bacon Act requires payment of locally prevailing wages (including fringe benefits) to laborers and mechanics on federal government contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works who are employed directly on the site of the work.<sup>1</sup> Moreover, contractors and subcontractors on covered projects must pay all laborers and mechanics weekly and submit weekly certified payroll records to the contracting or administering agency.<sup>2</sup> In addition, contractors and subcontractors are required to post the applicable Davis-Bacon wage determinations with the Davis-Bacon poster on the job site in a prominent and accessible place where they can be easily seen by workers and maintain payroll and basic records for all laborers and mechanics working at the site for a period of three years.<sup>3</sup>

Congress has added Davis-Bacon prevailing wage provisions to approximately 60 laws—known as Davis-Bacon related Acts (DBRA)—under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.<sup>4</sup> 1 40 U.S.C. §§ 3142(a) and (c). 2 All Agency Memorandum No. 207 - Applicability of Davis-Bacon to Federal and federally-assisted construction work funded by the American Recovery and Reinvestment Act of 2009, May 29, 2009, at page 6 (citing 40 U.S.C. 3145; 29 CFR Part 3, 29 CFR 5.5) available at <http://www.dol.gov/esa/whd/recovery/AAM207.pdf> (referred to below as “AAM Memo No. 207”).

3 29 C.F.R. §§ 5.5(a)(1) and (3); see also Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA),

U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, April 2009, page 1, available at <http://www.dol.gov/esa/whd/regs/compliance/whdfs66.pdf> (referred to below as “Fact Sheet #66”). 4 The Davis-Bacon and Related Acts (DBRA), United States Department of Labor, available at

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

**• Are activities funded under the American Recovery and Reinvestment Act of 2009 (ARRA) subject to the Davis-Bacon prevailing wage requirement?**

Section 1606 of ARRA states that the Davis-Bacon prevailing wage requirement broadly applies to construction projects funded with ARRA appropriations.<sup>5</sup> More specifically, Section 1606 provides that all “laborers and mechanics employed ... on projects funded directly by or assisted in whole or in part” with ARRA funds are subject to the requirements of the DBA. Thus, the answer will depend upon whether work is being performed by “laborers and mechanics” at the work site.

**• What constitutes a Davis-Bacon prevailing wage?**

Under the DBA, a “prevailing wage” is made up of two interchangeable components – a basic hourly rate<sup>6</sup> and fringe benefits that have been found prevailing in an area by the Secretary of Labor and published in a Davis-Bacon wage determination.<sup>7</sup> However, the cost of fringe benefits that the contractor or subcontractor is required to pay by other federal, state, or local laws is not included in the prevailing wage.<sup>8</sup>

**• What types of work does the DBA cover?**

The DBA applies to all types of work done on a “public building” or “public work” by laborers and mechanics employed by a construction contractor or construction subcontractor. Under the DBA, work done on a public building or public work is defined to include “construction, prosecution, completion, or repair” which is funded by a “Federal agency to serve the interest of the general public” regardless of whether the title to such property is held by a Federal agency.<sup>9</sup>

5 Sec. 1606, Division A, Pub. L. No. 111-5, 123 Stat. 303. 6 For information on how DOL’s Wage and Hour Division (WHD) determines prevailing wage rates consult the Prevailing Wage Resource Book, U.S. Department of Labor, July 2009, Section 13, Davis-Bacon

Wage Determinations, available at <http://www.dol.gov/esa/whd/recovery/pwrb/toc.htm> (referred to below as “PW Resource Book”) and the Employment Coordinator, Volume 4, §§ 40:60-40:68 (West 2004). See also California Residential Weatherization Wage Determination, U.S. Department of Energy, Energy Efficiency and Renewable Energy, Weatherization Assistance Program, available at [http://apps1.eere.energy.gov/weatherization/pdfs/sf-308\\_ca.pdf](http://apps1.eere.energy.gov/weatherization/pdfs/sf-308_ca.pdf) (recent example of wage determination issued by the WHD in compliance with Davis-Bacon prevailing wage requirements under ARRA for the weatherization of residential structures located in California). 7 29 C.F.R. §§ 5.2(p), 5.30(a). For information on when fringe benefits are creditable towards an employer’s prevailing wage obligations refer to PW Resource Book, *supra* note 6, at Section 16, DBA/DBRA Compliance Principles, Fringe Benefits. 8 40 U.S.C. § 3141(2)(B). 9 29 C.F.R. § 5.2(k).

Further, the DBA requires that such work be done at the “site of the work,” which is defined as “the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.”<sup>10</sup>

Work covered under the DBA includes, without limitation:

- Altering, remodeling, and installation (where appropriate) on the site of the work of items fabricated off-site.
- Painting and decorating.
- The manufacturing or furnishing of materials, articles, supplies or equipment on the site of the public building or public work.
- Transportation between the site of the work and a facility which is dedicated to the construction of a public building or public work and deemed a part of the site of the work.<sup>11</sup>

**• What does the \$2,000 threshold for Davis-Bacon coverage pertain to?**

The \$2,000 threshold for Davis-Bacon coverage pertains to the amount of the prime construction contract, not to the amount of the individual subcontracts. If the prime construction contract exceeds \$2,000, all construction work on the project is covered and a standard Davis-Bacon contract clause requires that the Davis-Bacon labor standards be applied to all subcontractors.<sup>12</sup>

Further, the \$2,000 threshold applies to the total cost of a contract; it is not based on contract labor costs alone.<sup>13</sup>

***Specific Job Categories***

**• Are executive, administrative or professional employees subject to DBA prevailing wage requirements?**

Bona fide executive, administrative, and professional employees, as these terms are defined in 29 C.F.R. Part 541, are not covered by the DBA.<sup>14</sup> Thus, for example, individuals involved in program start-up such as legal counsel and 10 29 C.F.R. § 5.2(1)(1). For a detailed description of the Site of the Work requirement refer to the PW Resource Book, *supra* note 6, at Section 16, DBA/DBRA compliance Principles, Site of the Work. 11 29 C.F.R. § 5.2(j). 12 AAM No. 207, *supra* note, 2, at page 4, note 12.13

Davis-Bacon Compliance: Questions and Answers for the DOE Weatherization Assistance Program (WAP), question 7, available at [http://apps1.eere.energy.gov/weatherization/davis\\_bacon\\_faqs.cfm?print](http://apps1.eere.energy.gov/weatherization/davis_bacon_faqs.cfm?print) (referred to below as “WAP Q&A”).<sup>14</sup>

PW Resource Book, *supra* note 6, Section 16, DBA/DBRA Compliance Principles, Coverage of Laborers and Mechanics, financial advisors, or employees doing market surveys and marketing, or those tracking and reporting energy savings would not be covered by the DBA.<sup>15</sup>

Similarly, supervisory employees are not regulated under the DBA because their duties are primarily administrative or executive in nature. However, where such employees devote more than 20 percent of their time during a workweek to laborer or mechanic duties, and do not meet the exemption criteria of 29 C.F.R. Part 541, such employees must be paid at least the appropriate wage rate specified in the applicable wage determination.<sup>16</sup>

**• Are home energy raters, energy auditors and inspectors covered by the DBA?**

Activities such as home energy ratings, energy audits, building commissioning inspections and other inspection work are not usually viewed as construction work performed by laborers and mechanics within the meaning of the DBA.<sup>17</sup>

Thus, for example, persons conducting home energy ratings, energy audits, and building commissioning inspections, which do not include construction completed by laborers or mechanics, would not be subject to the Davis-Bacon prevailing wage requirement.<sup>18</sup>

**• Are truck drivers covered by the DBA?**

Drivers of a contractor or subcontractor are covered by Davis-Bacon for time spent while working on the site of the work and loading or unloading materials and supplies on the site of the work provided such time is not de *minimis*.<sup>19</sup>

Further, truck drivers are covered by the DBA while transporting materials or supplies between a facility that is deemed part of the site of the work and the 15 Email from Department of Energy to California Energy Commission (CEC), August 27, 2009 (referred to below as “DOE to CEC email, August 27, 2009”).<sup>16</sup> Davis-Bacon Wage Determination Reference Material, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Section C, Questions and Answers on the use of Davis-Bacon Wage Determinations, available at <http://www.gpo.gov/davisbacon/referencemat.html>.<sup>17</sup> Advisory Letter to Mathews Rogers, Sr. Advisor, Office of Secretary, U.S. Department of Energy from Timothy J. Helm, Chief, Branch of Government Contracts Enforcement, Office of Enforcement Policy, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, June 1, 2009, page 2, available at <http://www.dol.gov/esa/whd/recovery/AdvisoryLetterDOE.pdf> (referred to below as “Rogers letter”) (stating DOL’s position that “certain activities such as energy audits and inspection work are not usually viewed as construction work performed by laborers and mechanics within the meaning of the DBA and, thus, technicians conducting energy audits would not be subject to the Davis-Bacon requirements.”). DOE to CEC email, August 27, 2009, *supra* note 15 (stating DOE’s position that individuals performing home energy ratings, energy audits and investigations of buildings for projects are not laborers and mechanics, and thus, would not be covered by the DBA).<sup>18</sup> Rogers letter, *supra* note 17, at page 2. DOE to CEC email, August 27, 2009, *supra* note 15. <sup>19</sup> All information in this section is taken from the PW Resource Book, *supra* note 6, at Section 16, DBA/DBRA Compliance Principles, Truck Drivers. See also 29 C.F.R. 5.2 ((j)(iv)(A) and (B). actual construction site. Truck drivers are also covered while transporting a portion of the building or work between a site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and the physical place or places where the building or work will remain. By contrast, drivers of a contractor or subcontractor are not covered while traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work. Similarly,

material delivery truck drivers are not covered while off the site of the work. Finally, as noted above, truck drivers are not covered whose time on the site of the work is *de minimis*.

• **Are helpers covered by the DBA?**

A distinct classification of “helper” will be issued in wage determinations applicable to work performed on DBA-covered construction projects only where the following conditions are satisfied: The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination; The use of such helpers is an established prevailing practice in the area; The helper is not employed as a trainee in an informal training program; and, The work to be performed by the helper is not performed by a classification in the wage determination.<sup>22</sup> 20 Additional requirements that must be satisfied in order for persons employed in these classifications to be paid at less than the DBA prevailing wage are found in 29 C.F.R. §5.5(a)(4). *See also* PW Resource Book, *supra* note 6, Section 16, DBA/DBRA Compliance Principles, Apprentices and Trainees and Employment Coordinator, Volume 3, § 19:9 (West 2006). 21 WAP Q&A, *supra* note 13, at question 50. 22 29 C.F.R. § 5.2(n)(4). For additional information on the helper classification refer to Employment Coordinator, Volume 4, § 19:11 (West 2004).

• **Are volunteers covered by the DBA?**

“As a general matter, DOL’s longstanding interpretation of the Davis-Bacon and related Acts is that there are no exceptions from labor standards coverage for volunteer labor unless an exception is specifically provided for in the particular related Act under which the project funds are derived.”<sup>23</sup>

“Under DOL's regulations, every person performing the duties of a laborer or mechanic in the construction, prosecution, completion or repair of a public building or public work, or of a building or work financed in whole or in part by Federal loans, grants or guaranties, is considered employed by the project’s contractor regardless of any contractual relationship to the contrary between the contractor and that person.”<sup>24</sup>

However, the Davis-Bacon Act “does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wages.”<sup>25</sup>

Thus, where the compensation, e.g., rates of pay, living allowances, or other benefits, provided to participants in volunteer programs is specified by federal statute, DOL believes that such individuals are not covered by Davis- Bacon prevailing wage requirements.<sup>26</sup>

For example, the authorizing statutes for the Youth Conservation Corps, 16 U.S.C. Section 1703(a)(3), and the Public Land Corps, 16 U.S.C. Section 1726, specifically require the Secretaries of Interior and Agriculture to sets the rates of pay or living allowances for the Corps’ participants. Similarly, statutory language implementing the American Conservation and Youth Service Corps (AmeriCorps), 42 U.S.C. Section 12655l, and Volunteers in Service to America (VISTA), 42 U.S.C. Section 4955, specify the living allowances and other benefits that must be provided to each participant. DOL believes that participants in these federal youth programs would not be covered by Davis-Bacon labor standards.<sup>27</sup>

23 Advisory Letter to Chris Henderson, Sr. Advisor, Office of Secretary, US Department of the Interior, from Timothy J. Helm, Chief, Branch of Government Contracts Enforcement, Office of Enforcement Policy, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, May 29, 2009, page 3, *available at* <http://www.dol.gov/esa/whd/recovery/AdvisoryLetterHenderson.pdf> 24 *Id.* (citing 29 CFR 5.2(0)). 25 *Id.* at 4 (citing Section 4 of the Davis-Bacon Act, 40 U.S.C. § 3146). 26 *Id.* at 4. 27 *Id.*



### ***Municipal Financing District Programs***

- **Has the Department of Energy (DOE) provided guidance on when DBA prevailing wage requirements would apply to ARRA-funded projects under a municipal financing district program?**

California law allows the legislative bodies of cities, counties, or groups of cities and counties in California to create a financing district in which property owners may enter into contractual assessments to finance the installation of energy efficiency or distributed renewable energy generation improvements that are permanently fixed to real property.

Under a municipal financing district program, property owners privately contract for the installation of energy efficiency retrofits and/or renewable energy systems and pay contractors for their services. Property owners also contract with their local government to receive municipal financing for these improvements. Property owners repay these loans with their property taxes, and the liens associated with these loans have priority over previously-recorded private liens (such as a mortgage). Provided that local governments only use ARRA funds to pay administrative costs to implement a municipal financing district program, DOE's position is that Davis-Bacon prevailing wage requirements would not apply to a local government or flow down to property owners who have received financing from a local government for the installation of energy efficiency retrofits and/or renewable energy systems.<sup>28</sup> Further, provided ARRA funding is only used to pay such administrative costs, DBA prevailing wage requirements would not apply despite a local government undertaking any or all of the following activities:  Establishing an approved list of contractors for the municipal financing district program and requiring that property owners use an approved contractor from the list.  Supervising the installation of property owners' energy efficiency retrofits or renewable energy systems.  Requiring that property owners obtain the local government's approval of final installation of energy efficiency retrofits or renewable energy systems as a condition of receiving financing. However, if the local government either uses all or a portion of ARRA funds as part of the municipal financing (i.e., the pool of money used to fund the loans to property owners), or the local government commingles ARRA funds with other funding sources used as part of the municipal financing and does not keep these <sup>28</sup> DOE's guidance, as expressed in this section, was provided in an email correspondence from DOE to the Energy Commission, October 6, 2009. funding sources separate, then Davis-Bacon Act prevailing wage requirements would apply to the local government and flow down to the homeowner.

### ***Miscellaneous Issues***

- **What constitutes a project for purposes of DBA coverage?**

DOL's "long-standing position" is that a project consists of all the construction which is necessary to complete the building or work regardless of the number of contracts involved so long as all contracts awarded are closely related in purpose, time and place.<sup>29</sup> Moreover, as noted, Section 1606 of ARRA provides that Davis-Bacon labor standards apply to "projects funded directly by or assisted in whole or in part" with ARRA funds, and thus, there is DBA coverage for projects that only receive partial funding. Therefore, "Section 1606's language precludes intentional splitting of ARRA projects into separate and smaller contracts to avoid Davis-Bacon coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole."<sup>30</sup> Nonetheless, as "[t]here are many situations in which major construction activities are clearly undertaken in segregable phases that are distinct in purpose, time, or place," DOL recognizes that every situation must be examined independently.<sup>31</sup>

• **Does the DBA prevailing wage requirement apply to work performed by a governmental agency’s own employees?**

Governmental agencies (such as States or their political subdivisions) are not considered “contractors” or “subcontractors” within the meaning of the DBA when the construction is performed by their own employees on a force account basis.<sup>32</sup> Similarly, tribal governments are not considered by DOL to be contractors or subcontractors, and their workers are not covered by the DBA.<sup>33</sup> 29 Henderson letter, *supra* note 23, at page 3. 30 *Id.* 31 *Id.* 32 Rogers letter, *supra* note 17, at page 2. *See* 29 C.F.R. 5.2(h) (“A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees.”) *See* DOL Field Operations Handbook, Section 15b05, *available at* [http://www.dol.gov/esa/whd/FOH/FOH\\_Ch15.pdf](http://www.dol.gov/esa/whd/FOH/FOH_Ch15.pdf) (explaining that where a government agency or a State or political subdivision using federal grant money decides not to contract out the work but actually performs it with its own employees, such work is generally known as “force account,” and is not generally subject to the DBA prevailing wage requirement). 33 WAP Q&A, *supra* note 13, at question 13.

• **Does the Davis-Bacon Act preempt state and local prevailing wage requirements?**

Contractors on projects subject to DBA labor standards may also be subject to additional prevailing wage and overtime pay requirements under state and local laws.<sup>34</sup> In California, courts have held that because legislation providing for the payment of prevailing wages comes under the historic police powers of the state, absent a contrary intention expressed in a federal statute, the presumption is that such legislation is not superseded.<sup>35</sup> Therefore, absent such an express statement preempting state prevailing wage requirements, whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort, California prevailing wage rates, when higher, must be applied.<sup>36</sup>

**Additional Information on DBA**

- DOL Recovery Act website at <http://www.dol.gov/esa/whd/recovery/>.
- Department of Energy Weatherization Assistance Program website at [http://apps1.eere.energy.gov/weatherization/recovery\\_act.cfm](http://apps1.eere.energy.gov/weatherization/recovery_act.cfm).
- Davis-Bacon Labor Clauses, available from DOL’s website at [http://apps1.eere.energy.gov/weatherization/pdfs/dba\\_clauses\\_weatherization.pdf](http://apps1.eere.energy.gov/weatherization/pdfs/dba_clauses_weatherization.pdf).
- Weatherization Assistance Program Notice 09-9, Subject: Guidance on Implementation of the Davis-Bacon Act Prevailing Wage Requirements in the American Recovery and Reinvestment Act of 2009, Department of Energy, July 21, 2009, available from DOE’s Weatherization Assistance Program website at <http://www.waptac.org/si.asp?id=1392>.
- The Wage and Hour Division of the Department of Labor maintains seven regional district offices in California. Contact information for these district offices may be found at <http://www.dol.gov/esa/whd/america2.htm#California>. • Frequently Asked Davis-Bacon Questions and Answers, Department of Energy, Energy Efficiency and Renewable Energy, State Energy Program, *available at* [http://apps1.eere.energy.gov/state\\_energy\\_program/davis\\_bacon\\_faqs.cfm](http://apps1.eere.energy.gov/state_energy_program/davis_bacon_faqs.cfm).

<sup>34</sup> Fact Sheet #66, *supra* note 3, at page 2. *See* Employment Coordinator, Volume 3, § 19:5 (West 2006) (“While the Davis-Bacon Act requires a contractor to pay not less than the prevailing wage rate established by the DOL, it does not guarantee that the contractor will not have to pay more.”) <sup>35</sup> *Reyes v. Van Elk, Ltd.* Cal.App. 2 Dist. 2007) 148 Cal.App.4th 604, 616. <sup>36</sup> 8 C.C.R. § 16001(b).

**REFERENCE GUIDE  
ENERGY CONSERVATION ASSISTANCE ACT (ECAA)  
STATE ENERGY PROGRAM (SEP)**

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)**

This document is a guide to assist ECAA-ARRA loan Recipients in complying with the requirements of the loan agreements. Recipients are expected and encouraged to review the specific terms and conditions of their loan agreement for a complete understanding of requirements and responsibilities under the award. While this document provides guidance to loan Recipients, the terms and conditions of the loan agreement take precedence if any conflicts arise.

The Energy Commission anticipates that this reference guide may need to be revised as the various ARRA-funded programs are implemented. If this document is revised, the Energy Commission will notify ECAA-ARRA Recipients that a new version is available. All ECAA-ARRA loan Recipients are encouraged to sign up on the Energy Commission's listserver to ensure program updates are received in a timely manner. Please visit <http://www.energy.ca.gov/recovery/> for more information.

**1. WASTE MANAGEMENT PLANS**

All ARRA funding Recipients must complete and submit a waste management plan in accordance with the guidance provided by the Energy Commission. The Energy Commission has developed a waste management plan template that should be completed and signed by the Recipient to comply with this requirement. Waste management guidance and plan template can be downloaded at <http://www.energy.ca.gov/contracts/recovery.html#eecbg>.

1. Recipient submits Waste Management Plan to the Commission Project Manager (CPM) before generating any waste.
2. If the plan is not complete, the CPM will provide guidance on necessary revisions. Recipient will re-submit a revised plan for Energy Commission review.
3. Once the plan is acceptable, CPM will notify Recipient in writing (via email) that the Energy Commission has accepted the completed plan.
4. Once CPM notifies Recipient that the completed plan has been accepted, Recipient may begin activities that generate waste.

**Attachments:** Energy Commission Waste Management Plan Guidance  
Waste Management Plan Template

**References:** Exhibit D Paragraph 21

**ASSISTANT SECRETARY OF ENERGY  
FOR ENERGY EFFICIENCY AND RENEWABLE ENERGY  
MEMORANDUM OF DECISION**

**SUBJECT: Determination of inapplicability (waiver) of section 1605 of the American Reinvestment and Recovery Act of 2009 (Recovery Act Buy American provisions) to EERE-funded projects for 24-leaf, motorized DMX iris units; induction lamps and ballasts; Enphase micro-inverters for solar photovoltaic systems; commercial-scale high efficiency condensing boilers with indirect water heaters; large-format solar thermal collectors for integrated district heating systems; turbochargers for Mitsubishi/Man 52/55B diesel generator engine; and Liebert Variable Speed Upgrade Kits and Liebert iCOM Control Upgrade kits.**

Under the authority of Recovery Act, Pub. L. 111-5, section 1605(b)(2), the head of a federal department or agency may issue a “determination of inapplicability” (a waiver of the Buy American provision) if the iron, steel, or relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“nonavailability”). On November 10, 2009, the Secretary of Energy delegated the authority to make all inapplicability determinations to the Assistant Secretary for Energy Efficiency and Renewable Energy (EERE), for EERE projects under the Recovery Act. Pursuant to this delegation the Assistant Secretary, EERE, has concluded that 24-leaf, motorized DMX iris units; induction lamps and ballasts; Enphase micro-inverters for solar photovoltaic systems; commercial-scale high efficiency condensing boilers with indirect water heaters; large-format solar thermal collectors for integrated district heating systems; turbochargers for Mitsubishi/Man 52/55B diesel generator engine; and Liebert Variable Speed Upgrade Kits and Liebert iCOM Control Upgrade kits qualify for the “nonavailability” waiver determination.

EERE has developed a robust process to ascertain in a systematic and expedient manner whether or not there is domestic manufacturing capacity for the items submitted for a waiver of the Recovery Act Buy American provision. This process involves a close collaboration with the United States Department of Commerce National Institute of Standards and Technology (NIST) Manufacturing Extension Partnership (MEP), in order to scour the domestic manufacturing landscape in search of producers before making any nonavailability waiver determinations.

The NIST MEP has 59 regional centers with substantial knowledge of, and connections to, the domestic manufacturing sector. MEP uses their regional centers to ‘scout’ for current or potential manufacturers of the product(s) submitted in a waiver request. In the course of this interagency collaboration, MEP has been able to find exact or partial matches for manufactured goods that EERE grantees had been unable to locate. As a result, in those cases, EERE was able to work with the grantees to procure American-made products rather than granting a waiver

**BUY AMERICAN LANGUAGE FOR BIDS**

The Bidder acknowledges to and for the benefit of the City of San Diego (“Purchaser”) and the Commonwealth of Virginia (the “Commonwealth”), State of California that it understands that goods and services under this Agreement are being funded in whole or in part with monies made available by the Federal American Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as “Buy American” that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Bidder pursuant to this Agreement. The Bidder hereby represents and warrants to and for the benefit of the Purchaser and the Commonwealth that:

- a. The Bidder has reviewed and understands the Buy American Requirements.
- b. All the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
- c. The Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the Commonwealth.

Within no more than 21 days of determination of the apparent low bidder, the contractor must submit to the Purchaser the Buy American Certification Statement attached. At the conclusion of the project the contractor will certify with their final payment request that the original certification is still valid or document any changes or substitutions. If changes or substitutions are disallowed by DOE, part or the entire assistance grant may be forfeited by the grant recipient. As State or Federal law permits the grant recipient may seek damages from the contractor

### **BUY AMERICAN CERTIFICATION STATEMENT**

1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. **Verification of U.S. Production:** The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. **Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods:** The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - a. Identification of an citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and analysis that supports its applicability to the component or components;
  - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. **Information and Detailed Justification Regarding Non-American-made Iron, Steel or Manufactured Goods:** The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder’s efforts to secure any such American-made component or components, that the Bidder believes to be sufficient for a waiver under Section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please type)

## Information Checklist for Waiver Request

The purpose of this checklist is to ensure that all appropriate and necessary information is submitted to DOE. Please review this checklist carefully and provide required information to DOE. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

| Items   | ✓ | Notes |
|---|---|-------|
| <p>General</p> <ul style="list-style-type: none"> <li>▪ Waiver request includes the following information:               <ul style="list-style-type: none"> <li>– Description of the foreign and domestic construction materials</li> <li>– Unit of measure</li> <li>– Quantity</li> <li>– Price</li> <li>– Time of delivery or availability</li> <li>– Location of the construction project</li> <li>– Name and address of the proposed supplier</li> <li>– A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>▪ Waiver request was submitted according to the instructions in the grant agreement</li> <li>▪ Assistance recipient made a good faith effort to solicit bids for domestic construction materials/manufactured goods, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>   |   |       |
| <p>Cost</p> <ul style="list-style-type: none"> <li>▪ Waiver request includes the following information:               <ul style="list-style-type: none"> <li>– Price Comparison Worksheet shown in Table 1</li> <li>– Relevant excerpts from the bid documents used by the contractors to complete the Price Comparison Worksheet</li> <li>– Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contracted suppliers</li> </ul> </li> </ul>   |   |       |
| <p>Availability</p> <ul style="list-style-type: none"> <li>▪ Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:               <ul style="list-style-type: none"> <li>– Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>– Documentation of the Sub-recipient that receives ARRA EECBG financial assistance grants efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>– Project schedule</li> <li>– Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials.</li> </ul> </li> <li>▪ Waiver request includes a statement from the prime contractor confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>▪ Has the Commonwealth or DOE received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul> |   |       |

**Table 1: Foreign and Domestic Construction Materials Price Comparison Worksheet**

Instructions: To be completed by the prime contractor. In column (a), enter all iron, steel, and manufactured goods required to build the project as designed. In column (b) enter the cost estimate for each component as supplied by domestic sources. In column (c) enter the cost estimate for each component for which waivers are requested, as supplied by foreign sources.

| (a) Material | Unit of Measure | Quantity | (b) Price – Domestic Material*   | (c) Price – Foreign Material*   |
|--------------|-----------------|----------|----------------------------------|---------------------------------|
|              |                 |          |                                  |                                 |
|              |                 |          | (d) Total Domestic Project Cost: | (e) Total Foreign Project Cost: |

\*Include all delivery costs to the construction site.



## FUNDING AGENCY PROVISIONS

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

**1. 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:

|                            | <u>Goal</u> |
|----------------------------|-------------|
| 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. EQUAL OPPORTUNITY CLAUSES:**

**2.1.** 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.

## **3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:**

**3.1.** 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.

**3.2.** 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 C.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.

**4. VIOLATION OR BREACH OF REQUIREMENTS:**

- 4.1. 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.

**5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

- 5.1. 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.

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

- 6.1. 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.

**7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

- 7.1. 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).
- 7.2. 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.
- 7.3. 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.
- 7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages 127 through 133 below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 7.5. 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.
- 7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 7.7. 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.

**8. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:**

- 8.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- 8.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 8.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

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

General Decision Number: CA130001 05/31/2013 CA1

Superseded General Decision Number: CA20120001

State: California

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

County: San Diego County in California.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2013       |
| 1                   | 01/18/2013       |
| 2                   | 03/01/2013       |
| 3                   | 03/08/2013       |
| 4                   | 03/22/2013       |
| 5                   | 04/12/2013       |
| 6                   | 05/10/2013       |
| 7                   | 05/31/2013       |

ASBE0005-002 06/28/2010

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to all<br>types of mechanical systems)..... | \$ 32.79 | 16.31   |
| Fire Stop Technician<br>(Application of Firestopping<br>Materials for wall openings<br>and penetrations in walls,<br>floors, ceilings and curtain<br>walls).....                       | \$ 24.21 | 13.76   |

ASBE0005-004 06/28/2010

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 18.70 | 8.65    |

\* BOIL0092-003 10/01/2012

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 41.17 | 28.27   |

BRCA0004-008 11/01/2012

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 33.75 | 14.55   |

BRCA0018-004 06/01/2012

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 27.04 | 10.66   |
| TILE FINISHER.....   | \$ 22.37 | 9.19    |
| TILE LAYER.....      | \$ 33.55 | 13.55   |

BRCA0018-010 09/01/2009

Rates Fringes



|                             |          |       |
|-----------------------------|----------|-------|
| TERRAZZO FINISHER.....      | \$ 26.59 | 9.62  |
| TERRAZZO WORKER/SETTER..... | \$ 33.63 | 10.46 |

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CARP0409-002 07/01/2008

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

Amounts in "Rates" column are per day

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CARP0409-008 08/01/2010

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| Modular Furniture Installer..... | \$ 17.00 | 7.41    |

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CARP0547-001 07/01/2009

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

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CARP0547-002 07/01/2009

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

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ELEC0569-001 08/27/2012

|                            | Rates | Fringes |
|----------------------------|-------|---------|
| Electricians (Tunnel Work) |       |         |

|   |          |          |
|---|----------|----------|
| Cable Splicer.....  | \$ 43.05 | 3%+11.87 |
| Electrician.....  | \$ 42.30 | 3%+11.87 |
| Electricians: (All Other Work, Including 4 Stories Residential) |          |          |
| Cable Splicer.....  | \$ 38.35 | 3%+11.87 |
| Electrician.....  | \$ 37.60 | 3%+11.87 |

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 ELEC0569-005 12/01/2012

|                        | Rates    | Fringes  |
|------------------------|----------|----------|
| Sound & Communications |          |          |
| Sound Technician.....  | \$ 27.57 | 3%+10.81 |
| Soundman.....          | \$ 22.06 | 3%+9.17  |

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

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

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

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 ELEC0569-006 02/25/2013

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

|   | Rates    | Fringes |
|---|----------|---------|
| Traffic signal, street light and underground work |          |         |
| Utility Technician #1.....                        | \$ 27.50 | 3%+7.42 |
| Utility Technician #2.....                        | \$ 22.65 | 3%+7.42 |

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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 ELEC0569-008 06/01/2011

|  | Rates    | Fringes |
|--|----------|---------|
| ELECTRICIAN (Residential, 1-3<br>Stories)..... | \$ 22.37 | 3%+2.90 |

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 ELEC1245-001 06/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| LINE CONSTRUCTION  |          |         |
| (1) Lineman; Cable splicer..   | \$ 48.95 | 14.05   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 39.09 | 12.97   |
| (3) Groundman.....   | \$ 29.91 | 12.70   |
| (4) Powderman.....   | \$ 43.71 | 13.15   |

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

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 ELEV0018-001 01/01/2013

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 48.23 | 25.185  |

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

|  | Rates    | Fringes |
|--|----------|---------|
| OPERATOR: Power Equipment<br>(All Other Work)                    |          |         |
| GROUP 1.....   | \$ 37.40 | 20.00   |
| GROUP 2.....   | \$ 38.18 | 20.00   |
| GROUP 3.....   | \$ 38.47 | 20.00   |
| GROUP 4.....   | \$ 39.96 | 20.00   |
| GROUP 5.....   | \$ 41.06 | 20.00   |
| GROUP 6.....   | \$ 40.18 | 20.00   |
| GROUP 8.....   | \$ 41.39 | 20.00   |
| GROUP 9.....   | \$ 40.41 | 20.00   |
| GROUP 10.....  | \$ 40.41 | 20.00   |
| GROUP 11.....  | \$ 40.58 | 20.00   |
| GROUP 12.....  | \$ 40.58 | 20.00   |
| GROUP 13.....  | \$ 40.68 | 20.00   |
| GROUP 14.....  | \$ 40.71 | 20.00   |
| GROUP 15.....  | \$ 40.79 | 20.00   |
| GROUP 16.....  | \$ 40.91 | 20.00   |
| GROUP 17.....  | \$ 41.08 | 20.00   |
| GROUP 18.....  | \$ 41.18 | 20.00   |
| GROUP 19.....  | \$ 41.29 | 20.00   |
| GROUP 20.....  | \$ 41.41 | 20.00   |
| GROUP 21.....  | \$ 41.58 | 20.00   |
| GROUP 22.....  | \$ 41.68 | 20.00   |
| GROUP 23.....  | \$ 41.79 | 20.00   |
| GROUP 24.....  | \$ 41.91 | 20.00   |
| GROUP 25.....  | \$ 42.08 | 20.00   |
| OPERATOR: Power Equipment<br>(Cranes, Piledriving &<br>Hoisting) |          |         |
| GROUP 1.....   | \$ 38.75 | 20.00   |
| GROUP 2.....   | \$ 39.53 | 20.00   |
| GROUP 3.....   | \$ 39.82 | 20.00   |
| GROUP 4.....   | \$ 39.96 | 20.00   |
| GROUP 5.....   | \$ 40.18 | 20.00   |
| GROUP 6.....   | \$ 40.29 | 20.00   |
| GROUP 7.....   | \$ 40.41 | 20.00   |
| GROUP 8.....   | \$ 40.58 | 20.00   |
| GROUP 9.....   | \$ 40.75 | 20.00   |
| GROUP 10.....  | \$ 41.75 | 20.00   |
| GROUP 11.....  | \$ 42.75 | 20.00   |
| GROUP 12.....  | \$ 43.75 | 20.00   |
| GROUP 13.....  | \$ 44.75 | 20.00   |
| OPERATOR: Power Equipment<br>(Tunnel Work)                       |          |         |
| GROUP 1.....   | \$ 39.25 | 20.00   |
| GROUP 2.....   | \$ 40.03 | 20.00   |
| GROUP 3.....   | \$ 40.32 | 20.00   |
| GROUP 4.....   | \$ 40.46 | 20.00   |
| GROUP 5.....   | \$ 40.68 | 20.00   |
| GROUP 6.....   | \$ 40.79 | 20.00   |
| GROUP 7.....   | \$ 40.91 | 20.00   |

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu.

yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

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

Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2012

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment                                   |          |         |
| (DREDGING)  |          |         |
| (1) Leverman.....   | \$ 45.40 | 20.00   |
| (2) Dredge dozer.....                                       | \$ 40.93 | 20.00   |
| (3) Deckmate.....   | \$ 40.82 | 20.00   |
| (4) Winch operator (stern<br>winch on dredge).....          | \$ 40.27 | 20.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 39.73 | 20.00   |
| (6) Barge Mate.....   | \$ 40.34 | 20.00   |

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 IRON0377-002 01/01/2013

|  | Rates    | Fringes |
|--|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 26.58 | 16.74   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 33.00 | 25.30   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/01/2012

|   | Rates    | Fringes |
|---|----------|---------|
| LABORER (BUILDING and all other Residential Construction)   |          |         |
| Group 1.....  | \$ 27.10 | 15.17   |
| Group 2.....  | \$ 27.56 | 15.17   |
| Group 3.....  | \$ 27.97 | 15.17   |
| Group 4.....  | \$ 28.81 | 15.17   |
| Group 5.....  | \$ 32.93 | 15.17   |
| LABORER (RESIDENTIAL CONSTRUCTION - See definition below)   |          |         |
| (1) Laborer.....  | \$ 23.48 | 14.13   |
| (2) Cleanup, Landscaping, Fencing (chain link or wood)..... | \$ 22.19 | 14.13   |

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

LABORER CLASSIFICATIONS

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

operations

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

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

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

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

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LABO0089-002 07/01/2010

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| LABORER (MASON TENDER)..... | \$ 27.11 | 14.38   |

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LABO0089-004 07/01/2012

HEAVY AND HIGHWAY CONSTRUCTION

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| GROUP 1..... | \$ 27.10 | 15.17   |
| GROUP 2..... | \$ 27.56 | 15.17   |
| GROUP 3..... | \$ 27.97 | 15.17   |
| GROUP 4..... | \$ 28.81 | 15.17   |
| GROUP 5..... | \$ 32.93 | 15.17   |

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man;



Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-kold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

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

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

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic traking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple

unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-008 08/05/2009

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 26.65 | 15.95   |
| PLASTER TENDER.....          | \$ 29.20 | 15.95   |

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

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LABO0882-002 01/01/2010

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 26.15 | 11.65   |

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

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LABO1184-001 08/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING)    |          |         |
| (1) Drilling Crew Laborer...                   | \$ 29.01 | 11.68   |
| (2) Vehicle Operator/Hauler.                   | \$ 29.18 | 11.68   |
| (3) Horizontal Directional Drill Operator..... | \$ 31.03 | 11.68   |
| (4) Electronic Tracking Locator.....           | \$ 33.03 | 11.68   |
| Laborers: (STRIPING/SLURRY SEAL)               |          |         |
| GROUP 1.....                                   | \$ 29.96 | 14.38   |
| GROUP 2.....                                   | \$ 31.26 | 14.38   |
| GROUP 3.....                                   | \$ 33.27 | 14.38   |
| GROUP 4.....                                   | \$ 35.01 | 14.38   |

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

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 PAIN0036-001 03/01/2013

|  | Rates    | Fringes |
|--|----------|---------|
| Painters: (Including Lead Abatement)         |          |         |
| (1) Repaint (excludes San Diego County)..... | \$ 26.05 | 11.13   |
| (2) All Other Work.....                      | \$ 29.32 | 11.13   |

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

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 PAIN0036-010 01/01/2013

|                        | Rates | Fringes |
|------------------------|-------|---------|
| DRYWALL FINISHER/TAPER |       |         |
| (1) Building & Heavy   |       |         |

|   |          |       |
|---|----------|-------|
| Construction.....   | \$ 25.08 | 13.19 |
| (2) Residential<br>Construction (Wood frame<br>apartments, single family<br>homes and multi-duplexes<br>up to and including four<br>stories)..... | \$ 21.00 | 12.81 |

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PAIN0036-012 10/01/2012

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 38.80 | 16.25   |

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PAIN0036-019 02/01/2009

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

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PLAS0200-005 08/01/2011

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 35.29 | 12.05   |

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

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PLAS0500-001 07/01/2012

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| GROUP 1.....                   | \$ 26.47 | 12.10   |
| GROUP 2.....                   | \$ 28.12 | 12.10   |
| GROUP 3.....                   | \$ 30.75 | 12.60   |

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 07/01/2012

|                      | Rates | Fringes |
|----------------------|-------|---------|
| PLUMBER, PIPEFITTER, |       |         |

STEAMFITTER

|  |          |       |
|--|----------|-------|
| Camp Pendleton.....  | \$ 46.10 | 19.68 |
| Plumber and Pipefitter<br>All other work except<br>work on new additions and<br>remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft.<br>of floor space and work<br>on strip malls, light<br>commercial, tenant<br>improvement and remodel<br>work..... | \$ 41.60 | 19.68 |
| Work ONLY on new additions<br>and remodeling of<br>commercial buildings,<br>bars, restaurants, and<br>stores not to exceed 5,000<br>sq. ft. of floor space.....  | \$ 40.33 | 18.70 |
| Work ONLY on strip malls,<br>light commercial, tenant<br>improvement and remodel<br>work.....  | \$ 32.49 | 17.03 |

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PLUM0016-011 07/01/2012

Rates Fringes

PLUMBER/PIPEFITTER

|                  |          |       |
|------------------|----------|-------|
| Residential..... | \$ 33.63 | 15.60 |
|------------------|----------|-------|

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PLUM0345-001 07/01/2012

Rates Fringes

PLUMBER

|                               |          |       |
|-------------------------------|----------|-------|
| Landscape/Irrigation Fitter.. | \$ 27.35 | 17.09 |
| Sewer & Storm Drain Work....  | \$ 31.00 | 16.01 |

-----  
ROOF0045-001 07/01/2012

Rates Fringes

|             |          |      |
|-------------|----------|------|
| ROOFER..... | \$ 25.08 | 7.28 |
|-------------|----------|------|

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SFCA0669-001 01/01/2013

Rates Fringes

|                       |          |       |
|-----------------------|----------|-------|
| SPRINKLER FITTER..... | \$ 34.18 | 18.66 |
|-----------------------|----------|-------|

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SHEE0206-001 01/01/2012

Rates Fringes

SHEET METAL WORKER

|                             |          |       |
|-----------------------------|----------|-------|
| Camp Pendleton.....         | \$ 35.05 | 19.23 |
| Except Camp Pendleton.....  | \$ 33.05 | 19.23 |
| Sheet Metal Technician..... | \$ 25.22 | 6.69  |

SHEET METAL TECHNICIAN - SCOPE:

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

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 TEAM0036-001 07/01/2012

|                | Rates    | Fringes |
|----------------|----------|---------|
| Truck drivers: |          |         |
| GROUP 1.....   | \$ 15.40 | 20.50   |
| GROUP 2.....   | \$ 24.99 | 20.50   |
| GROUP 3.....   | \$ 25.19 | 20.50   |
| GROUP 4.....   | \$ 25.39 | 20.50   |
| GROUP 5.....   | \$ 25.59 | 20.50   |
| GROUP 6.....   | \$ 26.09 | 20.50   |
| GROUP 7.....   | \$ 27.59 | 20.50   |

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks

under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

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

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

GROUP 7: Repairman

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator



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

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

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

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

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

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END OF GENERAL DECISION

**10. 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 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, 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.

## 11. 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.

### 11.1. DOE Requirements:

**11.1.1.** 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.

**11.1.2.** 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.
9. Provide with GFE copies of the items noted in 12.9. State Agency (Contacts): Notes 1, 4 and 5.



**12. DBE POTENTIAL RESOURCES CENTERS:**

- 12.1.** Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 12.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 12.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 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.
- 12.4.** 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>
- 12.5.** If DBE sources are not located, explain why and describe the efforts made.
- 12.6.** The Contractor shall send invitations to at least 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.
- 12.7.** A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62 If a low bid was not accepted, an explanation shall be provided.

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

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

**12.9. State Agencies (contacts):**

| Name and Address   | Telephone and Web Site  |
|--|---|
| <b>California Department of Transportation</b>           | Mailing Address: PO Box 942874  |
| (CALTRANS) Business Enterprise Program <sup>4</sup>      | Sacramento, CA 94274-0015   |
| 1820 Alhambra Blvd.                                      | (916) 227-9599  |
| Sacramento, CA 95816                                     | <a href="http://www.dot.ca.gov/hq/bep">www.dot.ca.gov/hq/bep</a>  |
| <b>CA Public Utilities Commission (CPUC)<sup>5</sup></b> |   |
| 505 Van Ness Avenue                                      | <a href="http://www.cpuc.ca.gov/static/supplierdiversity">http://www.cpuc.ca.gov/static/supplierdiversity</a> |
| 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 a copy with GFE.
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 a copy with GFE.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide a copy with GFE.

**13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:**

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

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

CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101  
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION  
BID NO.: **K-13-5977-DB1-3-C**

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

**14. FORMS:**

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

- |    |            |  |
|----|------------|--|
| 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 |

**15. ATTACHMENTS:**

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

**FUNDING AGENCY PROVISIONS  
ATTACHMENTS**

**LIST OF WORK MADE AVAILABLE**

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

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

**SUMMARY OF BIDS RECEIVED**

| <b>Type of Job</b> | <b>NAICS CODES</b> | <b>Company Name</b> | <b>Selected (Y/N)</b> | <b>Bid Amount</b> | <b>DBE</b> | <b>Non-DBE</b> | <b>Explanation for not Selecting</b> |
|--------------------|--------------------|---------------------|-----------------------|-------------------|------------|----------------|--------------------------------------|
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**USE ADDITIONAL FORMS AS NECESSARY**



## **SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**



## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
- 

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

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplements, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

#### **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

You must perform, with your own organization, Contract work amounting to at least **25%** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

### **SECTION 4 - CONTROL OF MATERIALS**

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.

### **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

#### **7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

### **7-3.1 Policies and Procedures.**

1. You must 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 must 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. Payment for insurance is included in the various items of Work as bid by you, and 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 must 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.

### **7-3.2 Types of Insurance.**

#### **7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must 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                |

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must 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 must be outside the limits of the policy.

**7-3.2.6 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross must be deleted from all policies to which they may apply. Alternatively, the Contractor may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

**7-3.2.6.1 Flagman.** Contractor is responsible for all payments for labor, material and equipment related to construction traffic control, including MTS and any rail traffic control.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must 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.

**7-3.3.1 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 must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4 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 must 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.

### **7-3.5 Policy Endorsements.**

#### **7-3.5.1 Commercial General Liability Insurance.**

##### **7-3.5.1.1 Additional Insured.**

- a) You must 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.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must 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.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must 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.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

#### **7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 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 must 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.

- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 Waiver of Subrogation.** The policy or policies must 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.
- 7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.
- 7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 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.
- 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
  2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
  3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 **Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you must 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 must 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 require 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 must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 **Waiver of Subrogation.** The policy or policies must 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.

7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

8-2 **FIELD OFFICE FACILITIES.** To the City Supplements, DELETE in its entirety.

**SECTION 9 - MEASUREMENT AND PAYMENT**

9-3.2.5 **Withholding of Payment.** To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

**209-6.4 Induction Cobra Head Luminaire.** To the City Supplements, CORRECT certain section numbering as follows:

| <b>OLD SECTION NUMBER</b> | <b>TITLE</b>                     | <b>NEW SECTION NUMBER</b> |
|---------------------------|----------------------------------|---------------------------|
| <b>209-6.4.7</b>          | <b>Luminaire Identification</b>  | <b>209-6.4.8</b>          |
| <b>209-6.4.8</b>          | <b>Photometric Documentation</b> | <b>209-6.4.9</b>          |
| <b>209-6.4.9</b>          | <b>Quality Assurance</b>         | <b>209-6.4.10</b>         |

**SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

**ADD:**

**307-16.8.5.1 REMOVE AND DELIVER EXISTING FIXTURES.** Remove and recycle all existing HPS street lights. Contractor shall remove and recycle the existing HPS street lights. 200 of the existing removed HPS street lights shall be delivered to the City Operations Station, located at 2781 Caminito Chollas, San Diego, CA 92105.

**SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Citywide Street Light Conversion, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**



**APPENDIX A**

**Notice of Exemption**

## NOTICE OF EXEMPTION

(Check one or both)

TO:  RECORDER/COUNTY CLERK  
 P.O. Box 1750, MS A-33  
 1600 PACIFIC HWY, ROOM 260  
 SAN DIEGO, CA 92101-2422

OFFICE OF PLANNING AND RESEARCH  
 1400 TENTH STREET, ROOM 121  
 SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO  
 DEVELOPMENT SERVICES DEPARTMENT  
 1222 FIRST AVENUE, MS 501  
 SAN DIEGO, CA 92101

PROJECT NO.: N/A

PROJECT TITLE: CITYWIDE STREET LIGHT CONVERSION

PROJECT LOCATION-SPECIFIC: Citywide (All Council Districts) excluding areas within 30 miles of operating observatories. All work confined to the existing public right-of-way

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF PROJECT: CITY COUNCIL APPROVAL to Advertise, award, and construct an induction street light conversion project using 3000 Kelvin Correlated Color Temperature (CCT) lamps and full cut off light distribution; Authorize a combination of federal economic stimulus funding and California Energy Commission (CEC) low-interest loan funds, not to exceed \$5 million for the first phased retrofit. The project scope is to retrofit approximately 1300 existing 250 watt HPS fixtures with 165 watt induction fixtures and 4400 existing 150 watt HPS fixtures with 85 watt induction fixtures. The area of conversion will be on existing streetlight standards outside the 30 mile radius of the observatories.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Environmental Services Department, Tom Cartier  
 9601 Ridgehaven Ct, MS 1103A, San Diego, CA 92122, 858.492.6009

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);  
 DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));  
 EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))  
 CATEGORICAL EXEMPTION: 15301 (b)(c)  
 STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project consists only of the replacement of existing lighting fixtures to meet current energy efficiency standards which would not result in any adverse effects on the environment. No grading or excavation is required for this activity and therefore it qualifies for an exemption under the category checked above.

LEAD AGENCY CONTACT PERSON: Myra Hertmann, Senior Planner

TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?  
 YES  NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

SIGNATURE/TITLE

*Myra Hertmann, Senior Planner*

DATE

*12/16/09*

CHECK ONE:

- SIGNED BY LEAD AGENCY  
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Revised December 16, 2009mjh

## **APPENDIX B**

### **Photos of Existing “Standard” and Gateway Fixtures**





## **APPENDIX C**

### **Materials Typically Accepted by Certificate of Compliance**

## **Materials Typically Accepted by Certificate of Compliance**

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

**APPENDIX D**

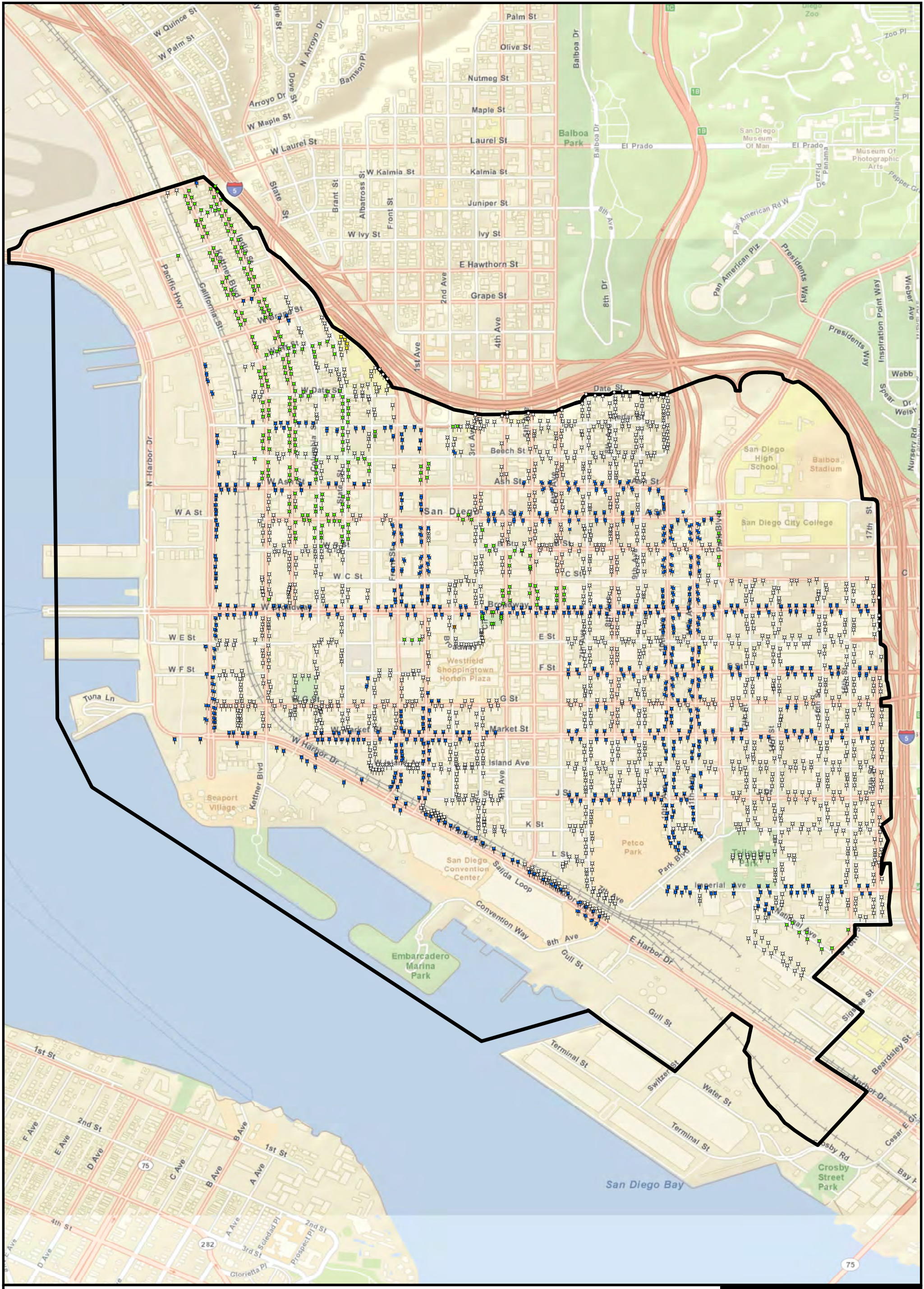
**Sample City Invoice**



| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 |                                  |                        |          |              |               | Contractor's Name:                              |        |               |                 |                |        |
|---|----------------------------------|------------------------|----------|--------------|---------------|---|--------|---------------|-----------------|----------------|--------|
| Project Name:   |                                  |                        |          |              |               | Contractor's Address:                           |        |               |                 |                |        |
| SAP No. (WBS/IO/CC)   |                                  |                        |          |              |               |   |        |               |                 |                |        |
| City Purchase Order No.   |                                  |                        |          |              |               | Contractor's Phone #:                           |        |               | Invoice No.     |                |        |
| Resident Engineer (RE):   |                                  |                        |          |              |               | Contractor's Fax #:                             |        |               | Invoice Date:   |                |        |
| RE Phone#:  |                                  |                        | RE Fax#: |              |               | Contact Name:                                   |        |               | Billing Period: |                |        |
| Item #  | Item Description                 | Contract Authorization |          |              |               | Previous Estimate                               |        | This Estimate |                 | Totals to Date |        |
|   |                                  | Unit                   | Qty      | Price        | Extension     | %/QTY   | Amount | % / QTY       | Amount          | % / QTY        | Amount |
| 1   | 2 Parallel 4" PVC C900           | LF                     | 1,380    | \$34.00      | \$46,920.00   |   |        |               |                 |                |        |
| 2   | 48" Primary Steel Casing         | LF                     | 500      | \$1,000.00   | \$500,000.00  |   |        |               |                 |                |        |
| 3   | 2 Parallel 12" Secondary Steel   | LF                     | 1,120    | \$53.00      | \$59,360.00   |   |        |               |                 |                |        |
| 4   | Construction and Rehab of PS 49  | LS                     | 1        | \$150,000.00 | \$150,000.00  |   |        |               |                 |                |        |
| 5   | Demo                             | LS                     | 1        | \$14,000.00  | \$14,000.00   |   |        |               |                 |                |        |
| 6   | Install 6' High Chain Link Fence | LS                     | 1        | \$5,600.00   | \$5,600.00    |   |        |               |                 |                |        |
| 7   | General Site Restoration         | LS                     | 1        | \$3,700.00   | \$3,700.00    |   |        |               |                 |                |        |
| 8   | 10" Gravity Sewer                | LF                     | 10       | \$292.00     | \$2,920.00    |   |        |               |                 |                |        |
| 9   | 4" Blow Off Valves               | EA                     | 2        | \$9,800.00   | \$19,600.00   |   |        |               |                 |                |        |
| 10  | Bonds                            | LS                     | 1        | \$16,000.00  | \$16,000.00   |   |        |               |                 |                |        |
| 11  | Field Orders                     | AL                     | 1        | 80,000       | \$80,000.00   |   |        |               |                 |                |        |
| 11.1  | Field Order 1                    | LS                     | 5,500    | \$1.00       | \$5,500.00    |   |        |               |                 |                |        |
| 11.2  | Field Order 2                    | LS                     | 7,500    | \$1.00       | \$7,500.00    |   |        |               |                 |                |        |
| 11.3  | Field Order 3                    | LS                     | 10,000   | \$1.00       | \$10,000.00   |   |        |               |                 |                |        |
| 11.4  | Field Order 4                    | LS                     | 6,500    | \$1.00       | \$6,500.00    |   |        |               |                 |                |        |
| 12  | Certified Payroll                | LS                     | 1        | \$1,400.00   | \$1,400.00    |   |        |               |                 |                |        |
| <b>CHANGE ORDERS</b>  |                                  |                        |          |              |               |   |        |               |                 |                |        |
| Change Order 1  |                                  |                        | 4,890    |              |               |   |        |               |                 |                |        |
| Items 1-4   |                                  |                        |          |              | \$11,250.00   |   |        |               |                 |                |        |
| Item 5-Deduct Bid Item 3  |                                  | LF                     | 120      | -\$53.00     | (\$6,360.00)  |   |        |               |                 |                |        |
| Change Order 2  |                                  |                        | 160,480  |              |               |   |        |               |                 |                |        |
| Items 1-3   |                                  |                        |          |              | \$95,000.00   |   |        |               |                 |                |        |
| Item 4 Deduct Bid Item 1  |                                  | LF                     | 380      | -\$340.00    | (\$12,920.00) |   |        |               |                 |                |        |
| Item 5-Encrease bid Item 9  |                                  | LF                     | 8        | \$9,800.00   | \$78,400.00   |   |        |               |                 |                |        |
| Change Order 3 (Close Out)  |                                  |                        | -121,500 |              |               |   |        |               |                 |                |        |
| Item 1 Deduct Bid Item 3  |                                  |                        | 53       | -500.00      | (\$26,500.00) |   |        |               |                 |                |        |
| Item 2 Deduct Bid Item 4  |                                  | LS                     | -1       | 45,000.00    | (\$45,000.00) |   |        |               |                 |                |        |
| Items 3-9   |                                  |                        | 1        | -50,500.00   | (\$50,500.00) |   |        |               |                 |                |        |
| <b>SUMMARY</b>  |                                  |                        |          |              |               |   |        | Total This    | \$ -            | Total Billed   | \$0.00 |
| A. Original Contract Amount   |                                  |                        |          |              |               | <b>Retention and/or Escrow Payment Schedule</b> |        |               |                 |                |        |
| B. Approved Change Order 1 Thru 3                                       |                                  |                        |          |              |               | Total Retention Required as of this billing     |        |               |                 |                |        |
| C. Total Authorized Amount (A+B)  |                                  |                        |          |              |               | Previous Retention Withheld in PO or in Escrow  |        |               |                 |                |        |
| D. Total Billed to Date   |                                  |                        |          |              |               | Add'l Amt to Withhold in PO/Transfer in Escrow: |        |               |                 |                |        |
| E. Less Total Retention (5% of D)                                       |                                  |                        |          |              |               | Amt to Release to Contractor from PO/Escrow:    |        |               |                 |                |        |
| F. Less Total Previous Payments   |                                  |                        |          |              |               |   |        |               |                 |                |        |
| G. Payment Due Less Retention   |                                  |                        |          |              |               | Contractor Signature and Date:                  |        |               |                 |                |        |
| H. Remaining Authorized Amount  |                                  |                        |          |              |               |   |        |               |                 |                |        |

**APPENDIX E**

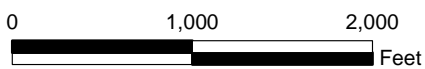
**Vicinity Map – Streetlights in CCDC**



**Streetlights by Model Type**

- ☐ Posttop-Cast Iron
- ☐ Standard-12ft Iron
- ☐ Double Standard-12ft Iron
- ☐ Enhanced-16ft Iron
- ☐ Gateway-21.5ft Steel

☐ CCDC Region



**Streetlights In CCDC**



THE CITY OF SAN DIEGO

**APPENDIX F**  
**LOAN DOCUMENTATION**

**CALIFORNIA ENERGY COMMISSION**

DIVISION OF FINANCIAL SERVICES  
 GRANTS & LOANS  
 1516 NINTH STREET, MS-1  
 SACRAMENTO, CA 95814-5512  
 (916) 654-4381  
 www.energy.ca.gov



December 6, 2012

Ms. Lorie Cosio-Azar  
 City of San Diego  
 9601 Ridgehaven Court, Suite 310  
 San Diego, CA 92123

Dear Ms. Cosio-Azar:

**LOAN AWARD NUMBER: 005-12-ECF**

Your Energy Conservation Assistance Loan Application has been approved. The enclosed Questions and Answers have been prepared to guide you in administering your loan. We suggest a copy be retained in your files for future reference.

**APPROVED LOAN PROJECT**

**PURPOSE:** For a \$2 million loan to the City of San Diego to retrofit approximately 2,147 street light fixtures from high pressure sodium to a more energy efficient light source such as LED or induction. The retrofits will save the City of San Diego 1,539,184 Kilowatt hour (kWh) \$167,336 and \$182,385 per year, which represents approximately 30 percent energy reduction from the existing system. This project will reduce greenhouse gas emission by approximately 530 tons per year. Based on the loan amount, the simple payback is 12 11 years. SDG&E, the serving electric utility for the city, will provide approximately \$106,000 in rebates (ECAA Program Funding)

LOAN AMOUNT: \$2,000,000

ESTIMATED NO. REPAYMENTS: 26

PERCENTAGE RATE: 1.00%

ESTIMATED REPAYMENT AMOUNT: \$ 83,299.10

TERM: 12/12/2012-6/12/2014

CEC PROJECT MANAGER: Adel Suleiman

**GENERAL TERM**

If the Energy Commission Project Manager determines that the loan recipient is not progressing toward completion within one (1) year of the date the loan documents were signed by the California Energy Commission (Energy Commission), the Energy Commission Project Manager may, without penalties or prejudice to any of the Commission's remedies, terminate this agreement. The recipient may reapply for a loan at a later date.

**PROCEDURE FOR EXECUTING AGREEMENT**

- Enclosed are two copies of the Loan documents, please have each CEC 142 signed **by the authorized person** identified in your resolution. Return both signed copies to this office.

**LOAN AGREEMENT**

CEC-142 (05/10)



Non-Bond Funded Template 7-1-12 JBLFSW

V:\-PENDING Loan Agreements\Non-Bond Loans\Non-bond Loan templates

CALIFORNIA ENERGY COMMISSION

|   |   |
|---|---|
| BORROWER<br><b>City of San Diego</b>  | AGREEMENT NUMBER<br><b>005-12-ECF</b>   |
| ADDRESS<br><b>9601 Ridgeway Court, suite 310<br/>                 San Diego, CA 92123</b> | AGREEMENT TERM<br><b>(See CEC signature date below) to 6/12/14</b><br>The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date. |

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

|  |                    |
|--|--------------------|
| <b>Exhibit A – Energy Conservation Assistance Act Loan Agreement</b> | Page(s): <u>09</u> |
| Exhibit A – Attachment 1 – Budget Detail/Project Cost and Savings    | Page(s): <u>01</u> |
| <b>Exhibit B – Promissory Note</b>                                   | Page(s): <u>03</u> |
| Exhibit B – Attachment 1 – Estimated Amortization Schedule           | Page(s): <u>02</u> |
| <b>Exhibit C – Tax Certificate</b>                                   | Page(s): <u>01</u> |
| <b>Exhibit D – Federal Provisions</b>                                | Page(s): <u>01</u> |
| Exhibit D – Attachments  | Page(s): <u>00</u> |
| <b>Exhibit E – Special Terms and Conditions</b>                      | Page(s): <u>01</u> |
| <b>Exhibit F – Contacts</b>  | Page(s): <u>01</u> |

|   |
|---|
| REIMBURSABLE AMOUNT<br><b>\$ 2,000,000.00</b> |
| MATCH SHARE<br><b>\$ 1,000,000.00</b>         |
| TOTAL<br><b>\$ 3,000,000.00</b>               |

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

| CALIFORNIA ENERGY COMMISSION                        |                       | RECIPIENT            |       |
|---|-----------------------|----------------------|-------|
| SIGNATURE OF DEPUTY DIVISION CHIEF                  | DATE                  | AUTHORIZED SIGNATURE | DATE  |
| NAME  | PHONE                 | NAME                 | PHONE |
| <b>Rachel L. Grant Kiley</b>                        | <b>(916) 654-4379</b> |                      |       |
| TITLE   |                       |                      |       |
| <b>Contracts, Grants and Loans Office Manager</b>   |                       |                      |       |
| CALIFORNIA ENERGY COMMISSION ADDRESS                |                       |                      |       |
| <b>1516 9th Street, MS-18, Sacramento, CA 95814</b> |                       |                      |       |

**LOAN AGREEMENT**

CEC-142 (05/10)



Non-Bond Funded Template 7-1-12 JBLFSW

V:\-PENDING Loan Agreements\Non-Bond Loans\Non-bond Loan templates

CALIFORNIA ENERGY COMMISSION

|  |   |
|--|---|
| BORROWER<br><b>City of San Diego</b>                                     | AGREEMENT NUMBER<br><b>005-12-ECF</b>   |
| ADDRESS<br><b>9601 Ridgeway Court, suite 310<br/>San Diego, CA 92123</b> | AGREEMENT TERM<br><b>(See CEC signature date below) to 6/12/14</b><br>The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date. |

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

|  |                    |
|--|--------------------|
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| <b>Exhibit B</b> – Promissory Note                                   | Page(s): <u>03</u> |
| Exhibit B – Attachment 1 – Estimated Amortization Schedule           | Page(s): <u>02</u> |
| <b>Exhibit C</b> – Tax Certificate                                   | Page(s): <u>01</u> |
| <b>Exhibit D</b> – Federal Provisions                                | Page(s): <u>01</u> |
| Exhibit D – Attachments  | Page(s): <u>00</u> |
| <b>Exhibit E</b> – Special Terms and Conditions                      | Page(s): <u>01</u> |
| <b>Exhibit F</b> – Contacts  | Page(s): <u>01</u> |

|   |
|---|
| REIMBURSABLE AMOUNT<br><b>\$ 2,000,000.00</b> |
| MATCH SHARE<br><b>\$ 1,000,000.00</b>         |
| TOTAL<br><b>\$ 3,000,000.00</b>               |

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

| CALIFORNIA ENERGY COMMISSION  |                                | RECIPIENT            |       |
|---|--------------------------------|----------------------|-------|
| SIGNATURE OF DEPUTY DIVISION CHIEF  | DATE                           | AUTHORIZED SIGNATURE | DATE  |
| NAME<br><b>Rachel L. Grant Kiley</b>  | PHONE<br><b>(916) 654-4379</b> | NAME                 | PHONE |
| TITLE<br><b>Contracts, Grants and Loans Office Manager</b>                                  |                                |                      |       |
| CALIFORNIA ENERGY COMMISSION ADDRESS<br><b>1516 9th Street, MS-18, Sacramento, CA 95814</b> |                                |                      |       |

## EXHIBIT A

### ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into as of the date it is executed by both parties hereto, between the California Energy Resources Conservation and Development Commission (the "Energy Commission") and the City of San Diego (the "Borrower") located in San Diego, CA.

#### 1. STATUTORY AUTHORITY AND LOAN

- A. Pursuant to the purposes authorized by section 25410, et seq., of the California Public Resources Code (the "Energy Conservation Assistance Act"), the Energy Commission has approved the Borrower's loan application dated October 4 2012, which is not attached but is expressly incorporated by reference herein.
- B. Subject to the terms, covenants, conditions, and including Special Conditions (if applicable) contained herein, and the Budget Detail/Summary of Project Cost and Savings attached as Exhibit A, Attachment 1 hereto to the extent it modifies the Borrower's loan application, the Energy Commission shall make a loan to the Borrower (the "Loan") in the amount of two million dollars (\$2,000,000.00) evidenced by a Promissory Note (the "Promissory Note") for loan number 005-12-ECF attached hereto as Exhibit B.

#### 2. PURPOSE

The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purposes and in the amounts set forth in Exhibit A, Attachment 1 (the "Project"). Any other use of funds disbursed hereunder shall require prior written approval by the Energy Commission.

#### 3. LOAN DISBURSEMENT SCHEDULE

- A. The Energy Commission agrees to disburse funds to the Borrower upon the Borrower's execution of the attached Promissory Note and any appropriate security instruments and required supplemental documents, including invoices as required in Section 3.B below.
- B. Loan funds shall be disbursed on a reimbursement basis based on invoices submitted by Borrower in a form approved by the Energy Commission. Backup documentation for actual expenditures (such as timecards, vendor invoices, etc) and proof of payment must be provided to substantiate the request. Energy Commission staff will approve invoices



**8. ACCOUNTS, AUDITS, AND RECORDS**

- A. The Borrower agrees to establish on its books a separate account for this Loan. This account shall be maintained as long as the Loan obligation remains unsatisfied.
- B. The Borrower further agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn on said account for three (3) years after this Loan is repaid in full unless the Energy Commission requests a longer retention period.
- C. The Borrower further agrees to utilize a voucher system by which all expenditures from said account will be authorized and authenticated.
- D. The Borrower further agrees to allow the Energy Commission or any other agency of the State of California (the "State") or their designated representatives, on written request, to have reasonable access to, and the right of inspection of, all records that pertain to said account or the Project. The Borrower also agrees to submit to an independent audit, if requested by the Energy Commission, at the expense of the Borrower. Borrower agrees to maintain all such records for a minimum of three years after this Loan is repaid in full unless the Energy Commission notifies the Borrower, prior to the expiration of such three-year period, that a longer period of record retention is necessary.

**9. SOURCE OF REPAYMENT; OPERATION OF PROJECT**

- A. Semiannual payments due to the Energy Commission under this Agreement shall be made from savings in energy costs or other legally available funds as the Borrower chooses. If the Borrower is a county, city, town, township, board of education, or school district, the Borrower agrees that the amount of the semiannual Loan repayment shall not be raised by the levy of additional taxes and shall not be an obligation against tax revenues, but shall be obtained either from savings in energy costs resulting from the subject energy conservation projects or other legally available funds as the Borrower chooses.
- B. Energy cost savings as determined by the Energy Commission are based on energy usage and serving utility rate schedules at the time of the issuance of this Loan, except as specified in Special Conditions, if any, as detailed in this Agreement, and the information and data contained in the Borrower's loan application and technical study. The following will not affect the Energy Commission's initial finding of energy cost savings, and are not a basis for claiming a lack of energy savings: a) changes in energy use and/or rate schedules which occur after issuance of the Loan,

In each contract entered into with suppliers of goods and services to install, conduct, or operate the Project, including management services, the Borrower shall include terms which allow any officer or agent of the Energy Commission or the State access to the Project site and to any books, documents, or records directly relevant to the Project.

- F. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Loan or sells the building, facility or system in which the Project has been implemented, then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale. The Borrower shall notify the Energy Commission within five business days of the date on which the Borrower enters into an agreement to effect such transaction. The Borrower shall repay the Energy Commission within 30 calendar days of receiving an invoice from the Energy Commission for the balance due.
- G. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

## 10. **DEFAULT**

- A. The Borrower's failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement and an event of default. In such case, the Energy Commission may declare this Agreement to have been breached and be released from any further performance hereunder.
- B. In the event of any default or breach of this Agreement by the Borrower, the Energy Commission, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable.

## 11. **TERMINATION**

This Agreement may be terminated for any reason set forth below.

- A. **With Cause**

In the event of any breach by the Borrower of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of

### 13. GENERAL TERMS

- A. Indemnification by the Borrower. The Borrower agrees to indemnify, defend, and save harmless the Energy Commission, the State, and their officers, agents, and employees from any and all claims, losses, or costs (including reasonable attorney fees) arising out of, resulting from, or in any way connected with the Loan or this Agreement, or the financing or the operation of the facilities financed with the Loan.
- B. Ownership of Equipment and Material. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase. The Borrower shall obtain and maintain in its records a written waiver of all claims, other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.
- C. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission or the State of California.
- D. Assignment. Without the written consent of the Energy Commission, this Agreement is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Agreement for security purposes, and in such event the assignee of this Loan Agreement, including the bond trustee of any bonds which may be secured by repayment of this Loan, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Agreement.
- E. Time of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to completion of the purpose for which this Loan was awarded. The Commission Project Manager will periodically evaluate the progress toward completion. If the Commission Project Manager determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, the Commission Project Manager may, without penalty or prejudice to any of the Energy Commission's other remedies, terminate this Agreement.
- F. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

- L. Prevailing Wage. The Borrower shall comply with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code relating to the payment of prevailing wage for work performed on the Project financed in whole or in part with the proceeds of the Loan.
- M. Funding Eligibility. By signing this Agreement, Borrower certifies that it is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", of Part 1, of Division 2 of the Public Contract Code, for charter cities."

#### 14. NOTICE

Any notice required to be given to the Energy Commission hereunder shall be sent to the person and address listed under Legal Notices in Exhibit F, Contacts, or at such other address as the Energy Commission may designate in writing to the Borrower. Any notice required to be given to the Borrower hereunder shall be sent to the address shown for Borrower in this Agreement, or at such other address as the Borrower shall designate in writing to the Energy Commission. Notice to either party may be given using the following delivery methods: U.S. mail, overnight mail, or personal delivery, providing evidence of receipt, to the respective parties identified in this Agreement. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery in which case the effective date shall be postponed 24 hours, or whenever the next business day occurs.

**EXHIBIT A  
ATTACHMENT 1  
BUDGET DETAIL/PROJECT COST AND SAVINGS**

This Loan is made to the City of San Diego ("Borrower") for an energy savings Project. The Project consists of the energy efficiency measures listed in Table 1 below to be installed in street light fixtures in the City of San Diego, CA.

The Table below summarizes the estimated Project cost(s), saving(s) and simple payback(s) for the Project.

**TABLE 1: Summary of Project Cost and Savings:**

| <b>Energy Efficiency Measures</b> | <b>Estimated Total Project Cost</b> | <b>Energy Commission Loan</b> | <b>Estimated Annual Energy Cost Savings</b> | <b>Simple Payback* (Years)</b> |
|-----------------------------------|-------------------------------------|-------------------------------|---|--------------------------------|
| <b>2,147 Streetlights</b>         | \$3,000,000                         | \$2,000,000                   | \$167,000                                   | 12.0                           |
| <b>TOTALS:</b>                    | <b>\$3,000,000</b>                  | <b>\$2,000,000</b>            | <b>\$167,000</b>                            | <b>12.0</b>                    |

\* The simple payback is based on the Loan amount.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the Energy Commission will calculate the maximum Loan amount supported by the Project. The Loan amount will be determined by the lesser of: 1) multiplying the annual energy cost savings by 12; 2) total Project costs; or 3) approved Loan amount.

A letter of agreement or Loan amendment may be necessary to document these changes, at the discretion of the Energy Commission.

If the Borrower has received disbursements exceeding the maximum Loan amount supported by the Project, the Borrower shall refund the difference to the Energy Commission within 30 days of notification.

## EXHIBIT B

### PROMISSORY NOTE

|                          |                              |
|--------------------------|------------------------------|
| <b>LOAN NUMBER:</b>      | <b><u>005-12-ECF</u></b>     |
| <b>PRINCIPAL AMOUNT:</b> | <b><u>\$2,000,000.00</u></b> |
| <b>INTEREST RATE:</b>    | <b><u>1.00%</u></b>          |

1. For value received, the undersigned, (hereinafter referred to as the "Borrower"), promises to pay to the order of the State of California, Energy Resources Conservation and Development Commission (hereinafter referred to as the "Energy Commission"), at its principal place of business at 1516 Ninth Street, Sacramento, California 95814, or at such other place as the Energy Commission may designate the principal sum of two million dollars (\$2,000,000.00) or such lesser amount as shall equal the aggregate amount disbursed to the Borrower by the Energy Commission pursuant to the above-referenced Energy Conservation Assistance Act Loan Agreement (the "Loan Agreement") between the Borrower and the Energy Commission, together with interest thereon at the rate of 1.00% percent per annum on the unpaid principal, computed from the date of each disbursement to the Borrower. Principal, together with interest thereon, is due and payable in semiannual installments as specified in the Estimated Amortization Schedule, attached hereto as Exhibit B, Attachment 1 and as amended in the Final Amortization Schedule, beginning on or before December 22 of the fiscal year following the year in which the Project is completed and continuing thereafter on each June 22 and December 22 until said principal and interest shall be paid in full. The Final Amortization Schedule, and any amended Final Amortization Schedule(s), are not attached but are expressly incorporated by reference herein.
2. Payments received will be first applied to billed interest, if any, and the balance, if any, to principal. If all principal is repaid, the balance is applied to accrued interest.
3. Payment of any scheduled installment received within thirty (30) days of the due date shall be considered to have been received on the due date. Interest on the principal portion of the payment accrues through the due date.
4. Payment of any scheduled installment received more than thirty (30) days after the due date shall be considered late. Interest on the principal portion of the payment accrues through the actual date payment is received.
5. The Borrower may prepay this Promissory Note in full or in part, without penalty.
6. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make

11. Any notice to the Borrower provided for in this Promissory Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the address stated in the Loan Agreement, or to such other address as the Borrower may designate by notice to the Energy Commission. Any notice to the Energy Commission shall be given by mailing such notice by certified mail, return receipt requested, to the Energy Commission at the address stated in the Loan Agreement, or at such other address as may have been designated by notice to the Borrower.
12. If suit is brought to collect any part of this Promissory Note, the Energy Commission shall be entitled to collect all reasonable costs and expenses of said suit and any appeal therefrom, including reasonable attorney's fees.
13. This Promissory Note shall be binding upon the Borrower and its permitted successors and assigns and upon the Energy Commission and its permitted successors and assigns. Without the written consent of the Energy Commission, this Promissory Note is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Promissory Note for security purposes, and in such event the assignee of this Promissory Note, including the bond trustee of any bonds which may be secured by repayments of this Promissory Note, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Promissory Note.
14. This Promissory Note shall be construed and enforced in accordance with the laws of the State of California.

City of San Diego

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED  
REPRESENTATIVE

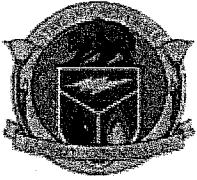
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AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**EXHIBIT B**  
**ATTACHMENT 1**  
**ESTIMATED AMORTIZATION SCHEDULE**





# State of California

Energy Resources Conservation  
and Development Commission

1516 Ninth Street

Sacramento, California 95814-5512

## Estimated Loan Amortization Table

|                                     |   |
|-------------------------------------|---|
| Loan Number: <b>005-12-ECF</b>      | Number of Payments: <b>26</b>                       |
| Recipient: <b>City of San Diego</b> | Estimated Disbursement Date: <b>3/1/2013</b>        |
| Loan Amount: <b>\$2,000,000.00</b>  | Estimated Project Completion Date: <b>6/12/2014</b> |
| Interest Rate: <b>1.00 %</b>        | Annual Energy Savings: <b>\$167,336.00</b>          |

| Transaction Date | Payment Number | Invoice Number | Receipt Number | Disbursement Amount | Billing Invoice Interest Amount | Repay Principal Amount | Repay Interest Amount | Unscheduled Principal Amount | Unscheduled Interest Amount |
|------------------|----------------|----------------|----------------|---------------------|---------------------------------|------------------------|-----------------------|------------------------------|-----------------------------|
|------------------|----------------|----------------|----------------|---------------------|---------------------------------|------------------------|-----------------------|------------------------------|-----------------------------|

| Trans #        | Payment Date | Accrued Interest | Payment Amount   | Interest Payment | Principal Payment | Principal Balance |
|----------------|--------------|------------------|------------------|------------------|-------------------|-------------------|
| Disbursement 1 | 3/1/2013     | \$0.00           | (\$2,000,000.00) | \$0.00           | (\$2,000,000.00)  | \$2,000,000.00    |
| Payment 1      | 12/22/2014   | \$36,219.18      | \$83,299.10      | \$36,219.18      | \$47,079.92       | \$1,952,920.08    |
| Payment 2      | 6/22/2015    | \$9,737.85       | \$83,299.10      | \$9,737.85       | \$73,561.25       | \$1,879,358.83    |
| Payment 3      | 12/22/2015   | \$9,422.54       | \$83,299.10      | \$9,422.54       | \$73,876.56       | \$1,805,482.26    |
| Payment 4      | 6/22/2016    | \$9,052.14       | \$83,299.10      | \$9,052.14       | \$74,246.96       | \$1,731,235.31    |
| Payment 5      | 12/22/2016   | \$8,679.89       | \$83,299.10      | \$8,679.89       | \$74,619.21       | \$1,656,616.10    |
| Payment 6      | 6/22/2017    | \$8,260.39       | \$83,299.10      | \$8,260.39       | \$75,038.71       | \$1,581,577.39    |
| Payment 7      | 12/22/2017   | \$7,929.55       | \$83,299.10      | \$7,929.55       | \$75,369.55       | \$1,506,207.84    |
| Payment 8      | 6/22/2018    | \$7,510.41       | \$83,299.10      | \$7,510.41       | \$75,788.69       | \$1,430,419.15    |
| Payment 9      | 12/22/2018   | \$7,171.69       | \$83,299.10      | \$7,171.69       | \$76,127.41       | \$1,354,291.74    |
| Payment 10     | 6/22/2019    | \$6,752.91       | \$83,299.10      | \$6,752.91       | \$76,546.19       | \$1,277,745.54    |
| Payment 11     | 12/22/2019   | \$6,406.23       | \$83,299.10      | \$6,406.23       | \$76,892.87       | \$1,200,852.68    |
| Payment 12     | 6/22/2020    | \$6,020.71       | \$83,299.10      | \$6,020.71       | \$77,278.39       | \$1,123,574.29    |
| Payment 13     | 12/22/2020   | \$5,633.26       | \$83,299.10      | \$5,633.26       | \$77,665.84       | \$1,045,908.45    |
| Payment 14     | 6/22/2021    | \$5,215.21       | \$83,299.10      | \$5,215.21       | \$78,083.89       | \$967,824.57      |
| Payment 15     | 12/22/2021   | \$4,852.38       | \$83,299.10      | \$4,852.38       | \$78,446.72       | \$889,377.85      |
| Payment 16     | 6/22/2022    | \$4,434.71       | \$83,299.10      | \$4,434.71       | \$78,864.39       | \$810,513.45      |
| Payment 17     | 12/22/2022   | \$4,063.67       | \$83,299.10      | \$4,063.67       | \$79,235.43       | \$731,278.02      |
| Payment 18     | 6/22/2023    | \$3,646.37       | \$83,299.10      | \$3,646.37       | \$79,652.73       | \$651,625.30      |
| Payment 19     | 12/22/2023   | \$3,267.05       | \$83,299.10      | \$3,267.05       | \$80,032.05       | \$571,593.25      |
| Payment 20     | 6/22/2024    | \$2,865.80       | \$83,299.10      | \$2,865.80       | \$80,433.30       | \$491,159.94      |
| Payment 21     | 12/22/2024   | \$2,462.53       | \$83,299.10      | \$2,462.53       | \$80,836.57       | \$410,323.37      |
| Payment 22     | 6/22/2025    | \$2,046.00       | \$83,299.10      | \$2,046.00       | \$81,253.10       | \$329,070.27      |
| Payment 23     | 12/22/2025   | \$1,649.86       | \$83,299.10      | \$1,649.86       | \$81,649.24       | \$247,421.03      |
| Payment 24     | 6/22/2026    | \$1,233.72       | \$83,299.10      | \$1,233.72       | \$82,065.38       | \$165,355.64      |
| Payment 25     | 12/22/2026   | \$829.04         | \$83,299.10      | \$829.04         | \$82,470.06       | \$82,885.59       |
| Payment 26     | 6/22/2027    | \$413.29         | \$83,298.88      | \$413.29         | \$82,885.59       | \$0.00            |

**EXHIBIT C**  
**TAX CERTIFICATE**

Not applicable.

**EXHIBIT D**

**FEDERAL PROVISIONS**

Not Applicable.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

Not Applicable.

EXHIBIT F

CONTACTS

|  |   |
|--|---|
| <p><b>Energy Commission Project Manager:</b></p> <p>Adel Suleiman<br/>California Energy Commission<br/>1516 Ninth Street, MS - 18<br/>Sacramento, CA 95814<br/>Phone: (916) 653-1004<br/>Fax: (916)<br/>e-mail: <a href="mailto:adel.suleiman@energy.ca.gov">adel.suleiman@energy.ca.gov</a></p>             | <p><b>Borrower Project Manager:</b></p> <p>Lorie Cosio-Azar<br/>City of San Diego<br/>9601 Ridgehaven Court, suite 310<br/>San Diego, CA 92123<br/>Phone:858-627-3352<br/>Fax:<br/>e-mail:<a href="mailto:lcosioazar@sandiego.gov">lcosioazar@sandiego.gov</a></p>      |
| <p><b>Energy Commission Loan's Officer:</b></p> <p>Andrew Ferrin<br/>California Energy Commission<br/>1516 Ninth Street, MS - 18<br/>Sacramento, CA 95814<br/>Phone: (916) 654-4921<br/>Fax: (916) 654-4423<br/>e-mail: <a href="mailto:Andrew.ferrin@energy.ca.gov">Andrew.ferrin@energy.ca.gov</a></p>     | <p><b>Borrower Administrator:</b></p> <p>Lorie Cosio-Azar<br/>City of San Diego<br/>9601 Ridgehaven Court, suite 310<br/>San Diego, CA 92123<br/>Phone:858-627-3352<br/>Fax:<br/>e-mail:<a href="mailto:lcosioazar@sandiego.gov">lcosioazar@sandiego.gov</a></p>        |
| <p><b>Energy Commission Accounting Officer:</b></p> <p>Kathy Jones<br/>California Energy Commission<br/>1516 Ninth Street, MS - 2<br/>Sacramento, CA 95814<br/>Phone: (916) 654-4377<br/>Fax: (916) 653-1435<br/>e-mail: <a href="mailto:Kathy.Jones@energy.ca.gov">Kathy.Jones@energy.ca.gov</a></p>        | <p><b>Borrower's Accounting Officer:</b></p> <p>Lorie Cosio-Azar<br/>City of San Diego<br/>9601 Ridgehaven Court, suite 310<br/>San Diego, CA 92123<br/>Phone:858-627-3352<br/>Fax:<br/>e-mail:<a href="mailto:lcosioazar@sandiego.gov">lcosioazar@sandiego.gov</a></p> |
| <p><b>Energy Commission Legal Notice:</b></p> <p>Tatyana Yakshina<br/>Grants and Loans Manager<br/>1516 9th Street, MS-18<br/>Sacramento, CA 95814-5512<br/>Phone: (916) 654-4204<br/>Fax: (916) 654-4076<br/>e-mail: <a href="mailto:Tatyana.Yakshina@energy.ca.gov">Tatyana.Yakshina@energy.ca.gov</a></p> |   |

- Also enclosed are invoices and reporting forms. Retain all of these for future use.
- Please note that changes in the Terms and Conditions may have been made. Be sure to review prior to execution of the enclosed agreement.
- The Energy Commission agrees to keep this offer open for a period of 30 days from the date of this letter. If the agreement has not been fully executed within this period, the offer may expire.

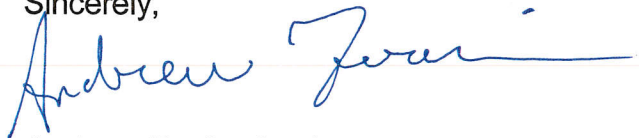
#### FUND AVAILABILITY

- Funds in this award have a limited period in which they must be expended. All recipient expenditures must occur prior to the end of the term of this agreement.

#### PROJECT ASSISTANCE

- There are two offices at the Energy Commission with staff to assist you with your loan. The particular office to contact depends on the nature of your question. Contact me at the Grants and Loans Office; (916) 654-4921 for administrative questions and the Public Programs Office at (916) 654-4147 for technical questions. If you are uncertain if your question is technical or administrative or if it is a combination, contact the Grants and Loans Office.

Sincerely,



**Andrew Ferrin, Analyst**  
Grants and Loans Office

Enclosures

cc: Adel Suleiman, Energy Commission MS-23  
File

**APPENDIX G**  
**FUNDING GUIDELINES FOR ARRA**

## **FUNDING GUIDELINES FOR ARRA**

### Terms & Conditions

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with ARRA Funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. “ARRA” means the American Recovery and Reinvestment Act of 2009, (Public Law 111-5).
  - 1.2. “ARRA Funds” means any funds that are expended or obligated from appropriations made under ARRA.
  - 1.3. “ARRA Project” means a project or program funded directly by or assisted, in whole or in part, by ARRA Funds.
  - 1.4. “Contract” means the contract to which these Supplemental Provisions are attached and includes a grant contract or a loan contract.
  - 1.5. “Contracting Entity” means a Prime Recipient, a Subrecipient, or a Recipient Vendor.
  - 1.6. “Contractor” means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, or a borrower. For purposes of ARRA reporting, Contractor is either a Subrecipient or a Recipient Vendor under this Contract.
  - 1.7. “Entity” means a governmental body; legally recognized for profit or nonprofit business organization, such as a corporation, limited liability company, or partnership; or sole proprietor and excludes individual recipients of Federal assistance.
  - 1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
  - 1.9. “Prime Recipient” means a Georgia State Agency or Institution of Higher Education that receives ARRA Funds directly from a Federal Agency in the form of a grant, loan, or cooperative agreement.
  - 1.10. “Subcontractor” means an Entity engaged by Contractor to provide goods or perform services in connection with this contract.
  - 1.11. “Subrecipient” means a non-Federal Entity receiving ARRA Funds through a Prime Recipient to support the performance of the ARRA Project for which the ARRA Funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
  - 1.12. “Supplemental Provisions” means these Supplemental Provisions for Contracts and Grants Using Funds Provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Georgia Agency or Institution of Higher Education.
  - 1.13. “Vendor” means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by ARRA. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor. However, a Vendor may be subject to selected program compliance requirements. See §22 of these Supplemental Provisions.



- 1.13.1 "Recipient Vendor" means a Vendor that receives ARRA Funds from a Prime Recipient.
- 1.13.2 "Subrecipient Vendor" means a Vendor that receives ARRA Funds from a Subrecipient.
2. Compliance. Contractor shall comply with all applicable provisions of ARRA and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Georgia may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
  3. ARRA Contracts and Subcontracts. Contractor shall include these Supplemental Provisions in all of its contracts and subcontracts using ARRA Funds, in whole or in part, and shall provide written notification of revisions hereto to all parties to such contracts or subcontracts in accordance with §2 above. Contractor shall ensure that all subcontractors comply with applicable provisions of ARRA.
  4. Debarred or Suspended Entities. Contractor shall not enter into any contract or subcontract in connection with this Contract with a party that has been debarred or suspended from contracting with the Federal Government or the State of California. See Excluded Parties List System at <https://www.epls.gov/>.
  5. Conflict of Laws. In the event of a conflict between the laws of the State of Georgia or these Supplemental Provisions and ARRA, ARRA shall control.
  6. Whistle Blower Protection. ARRA §1553. Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA Funds; (b) a gross waste of ARRA Funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA Funds; (d) an abuse of authority related to implementation or use of ARRA Funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA Funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice can be found at [www.recovery.gov/?q=content/whistleblower-](http://www.recovery.gov/?q=content/whistleblower-) information. Contractor specifically acknowledges that Contractor and its employees are aware of and shall abide by the provisions of ARRA §1553. Contractor shall include the language and requirements of this subsection ("Whistleblower Protection under §1553 of the ARRA") in all of its contracts and agreements with employees, subcontractors and anyone else who performs work on behalf of Contractor.
  7. False Claims Act. 31 U.S.C. §§3729-3733. Contractor shall refer promptly to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

8. Reporting of Fraud, Waste, and Abuse. Contractor shall also refer promptly to the Georgia Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA Funds. The OIG shall report such incidents of misconduct to the appropriate State Agency and appropriate Federal authority. Contact information for reporting fraud, waste, and abuse to the OSC is located at  
[http://www.georgia.gov/00/agency/contact\\_us/0,2688,134245182\\_134720642,00.html](http://www.georgia.gov/00/agency/contact_us/0,2688,134245182_134720642,00.html)
9. Inspection of Records. ARRA §§902, 1515. Contractor shall permit the United States Comptroller General and his or her representatives or any representative of an appropriate Inspector General appointed under §3 or §8G of Page 11 of 15 the Inspector General Act of 1978, as amended (5 U.S.C. App.) to: (a) examine any records of the Contractor or any of its Subcontractors that directly pertain to, and involve transactions relating to this Contract or any contract or subcontract using ARRA Funds; and (b) interview any officer or employee of Contractor or any of its Subcontractors regarding such transactions. Contractor shall permit the State of Georgia, the Federal Government or any other duly authorized agent of a governmental agency with jurisdiction to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's or such Subcontractor's records during the term of this Contract and for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with these terms or to evaluate Contractor's performance hereunder.
10. Wage Rate Requirements – Davis-Bacon Wage Determinations. ARRA §1606. Contractor and its Subcontractors shall pay all laborers and mechanics employed on ARRA Projects by Contractor or any of its Subcontractors at wage rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code.
11. Buy American Requirement - Construction. ARRA §1605. All iron, steel and manufactured goods used in any ARRA Project for the construction, alteration, maintenance, or repair of a public building or public work shall be produced in the United States in a manner consistent with United States obligations under international agreements. This requirement can be waived only by the awarding Federal Agency in limited situations.
12. Environmental and Preservation Requirements. ARRA §1609. Contractor shall comply with all applicable Federal, State, and Local environmental and historic preservation requirements and shall provide any information requested by the awarding Federal Agency to ensure compliance with applicable laws, including National Environmental Policy Act, as amended (42 U.S.C. 4321-4347) and National Historic Preservation Act (16 U.S.C. 470 et seq.).
13. Non-discrimination. Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C.6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
14. Identification and Registration Information. If Contractor is a Subrecipient, Contractor shall obtain a Dun & Bradstreet DUNS number (or update the existing DUNS record), and register with the Central Contractor Registration (CCR), the primary registrant database for the Federal government.

15. Fixed Price – Competitively Bid. ARRA §1554. Contractor, to the maximum extent possible, shall award subcontracts as fixed-price subcontracts under this Contract using competitive bid procedures. Contractor shall provide to its Contracting Entity a summary of any contract or subcontract awarded using ARRA Funds that is not fixed-price or not awarded using competitive procedures.
16. Prohibition on Use of Funds. ARRA §1604. ARRA funds shall not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
17. Enforceability. If Contractor fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State of Georgia may withhold or suspend, in whole or in part, funds awarded under the ARRA project, or recover misspent funds following an audit pursuant to §9, above. The remedy under this provision shall be in addition to all other remedies provided to the State of Georgia for recovery of misspent funds available under all applicable State and Federal laws.
19. One Time Funding. Contractor acknowledges and understands that ARRA Projects will not be continued with funds appropriated by the State of Georgia after ARRA Funds are expended or are no longer available.
20. Segregation of Costs. Contractor shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.
21. Reporting. §1512, FFATA §2. Contractor shall report to its Contracting Entity the data elements required in §23 if Contractor is a Subrecipient or in §24 if Contractor is a Recipient Vendor. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §§23 and 24 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor’s obligations under this Contract. The State may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor’s duty to comply with revised OMB reporting requirements.
22. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor shall report to its Contracting Entity as set forth below.
  - 22.1 Initial Reporting. A Subrecipient shall report the following data elements to its Contracting Entity upon the effective date of the contract:
    - 22.1.1 Subrecipient DUNS Number
    - 22.1.2 Congressional District of Subrecipient
    - 22.1.3 Primary Place of Performance Information, including: Street Address, State, Country, City, Zip code + 4
    - 22.1.4 Subrecipient Officers’ Names (Top 5) if all three criteria are met:
      - 1) 80% or more of Subrecipient’s annual gross revenue is from Federal contracts, 2) Subrecipient’s annual gross revenue from Federal contracts is \$25 million or more, and
      - 3) Subrecipient’s officer names are not publicly available.
    - 22.1.5 Subrecipient Officers’ Total Compensation (Top 5) if criteria in §23.1.4 met

- 22.2 Monthly Reporting. A Subrecipient shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:
- 22.2.1 Job Creation Narrative for both the Subrecipient and the Subrecipient's Vendors
  - 22.2.2 Number of Jobs Created or Retained for both the Subrecipient and the Subrecipient's Vendors
  - 22.2.3 SubAward number or other identifying number assigned by the Subrecipient to each Subrecipient Vendor (this number cannot be a personal identifying number such as a social security number or federal employer identification number)
  - 22.2.4 Vendor name and Zip code + 4 of Vendor's Headquarters for each Subrecipient Vendor; the Subrecipient Vendor's DUNS number may also be provided if available
  - 22.2.5 Subrecipient shall establish reporting deadlines for its Subrecipient Vendors.
23. Recipient Vendor Reporting. A Recipient Vendor shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:
- 23.1.1 Job Creation Narrative
  - 23.1.2 Number of Jobs Created or Retained
24. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Georgia may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the notice period. This remedy will be in addition to any other remedy available to the State of Georgia under the Contract, at law or in equity.

### **IRS Guidelines for Administration of QECBs**

The terms and conditions of QECBs have been outlined by the IRS. A summary of IRS guidance is below.

26 USC § 54a . United States Code Title 26. Internal Revenue Code: Qualified Tax Credit Bonds.  
<http://www.dsireusa.org/documents/Incentives/US51F.htm>

26 USC § 54D. United States Code Title 26. Internal Revenue Code: Qualified Tax Credit Bonds  
<http://www.dsireusa.org/documents/Incentives/US51Fb.htm>

IRS Notice 2009-29. Part III - Administrative, Procedural, and Miscellaneous: Qualified Energy Conservation Bond Allocations for 2009  
<http://www.irs.gov/pub/irs-drop/n-09-29.pdf>

IRS Notice 2010 – 35. Part III - Administrative, Procedural, and Miscellaneous: Direct Payment Subsidy Option for Certain Qualified Tax Credit Bonds and Build America Bonds  
<http://www.irs.gov/pub/irs-drop/n-10-35.pdf>

**ATTACHMENT D**  
**CONTRACT FRONT END VOLUME 2**

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L.Cosio-Azar/NB/egz

## CONTRACT DOCUMENTS



## FOR

## POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.: \_\_\_\_\_ K-13-5977-DB1-3-C  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-13139  
CLIENT DEPARTMENT: \_\_\_\_\_ 2115  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
PROJECT TYPE: \_\_\_\_\_ IH

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE OR FEDERAL
- THIS IS A CALIFORNIA ENERGY COMMISSION FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

**THIS PROPOSAL DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY**

**PROPOSAL**

**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.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**PROPOSAL DOCUMENTS**

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**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) Signature (Note: Signature must be made by a general partner)  
\_\_\_\_\_  
  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature, with official title of officer authorized to sign for the corporation:  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title of Officer)  
(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of \_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_



**PROPOSAL DOCUMENTS**

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**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the “**NOTICE INVITING BIDS**”, the Proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_, \_\_\_\_\_

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**PROPOSAL DOCUMENTS**

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**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

**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 )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of 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.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

**CHECK ONE BOX ONLY.**

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

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**PROPOSAL DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO

**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

|                  |                |
|------------------|----------------|
| Company Name:    | Contact Name:  |
| Company Address: | Contact Phone: |
|                  | Contact Email: |

**CONTRACT INFORMATION**

|   |             |
|---|-------------|
| Contract Title:                                 | Start Date: |
| Contract Number (if no number, state location): | End Date:   |

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

|                         |           |
|-------------------------|-----------|
| Name/Title of Signatory | Signature |
|-------------------------|-----------|

**FOR OFFICIAL CITY USE ONLY**

|               |              |                                   |   |
|---------------|--------------|-----------------------------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved – Reason: |
|---------------|--------------|-----------------------------------|---|

rev 02/15/2011

**LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation to Bids (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.





DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by  
OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

**Design-Build Proposal**

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1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):
5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: \_\_\_\_\_

Design-Builder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**PROPOSAL DOCUMENTS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the construction of **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

| Item   | Quantity | Unit | NAICS  | Payment Reference      | Description  | D** | Unit Price                      | Amount       |
|--|----------|------|--------|------------------------|--|-----|---------------------------------|--------------|
| 1.   | 1        | LS   | 541330 | Attachment A section 3 | Engineering and Design Services - Reports and As-Builts  | D   | <del>                    </del> | \$           |
| 2.   | 1,700    | EA   | 238210 | Attachment A and 307   | Install 70-86 Watt LED Adaptive Controls-Ready Decorative Post Top Street Light Fixtures on Standard Poles   |     | \$                              | \$           |
| 3.   | 1,300    | EA   | 238210 | Attachment A and 307   | Install 70-86 Watt LED Adaptive Controls-Ready Decorative Post Top Street Light Fixtures on Gateway Poles  |     | \$                              | \$           |
| 4.   | 3,000    | EA   | 238210 | Attachment A Section 6 | Remove and Deliver Existing HPS Street Light Fixtures  |     | \$                              | \$           |
| 5.   | 1        | LS   | 541330 | Attachment A Section 3 | Engineering and Design of Adaptive Controls System / mesh Network  | D   | <del>                    </del> | \$           |
| 6.   | 3,000    | EA   | 238210 | Attachment A Section 3 | Install Adaptive Controls Wireless Mesh Node with Utility-Grade Meter (+/-2% accuracy)   |     | \$                              | \$           |
| 7.   | 1        | LS   | 238210 | Attachment A Section 3 | Install Gateway Interface and Adaptive Controls System on City-owned Computers.  |     | <del>                    </del> | \$           |
| 8.   | 1        | LS   | 541330 | Attachment A Section 3 | Adaptive Controls Commissioning Support and Training   |     | <del>                    </del> | \$           |
| 9.   | 600      | EA   | 238210 | Attachment A and 307   | Install Adapter from 5 pin Nema C136.41 terminal polarized twistlock to a 3 pin Nema C136.10 terminal twist lock on existing cobra head induction fixtures in downtown vicinity map area provided. |     | \$                              | \$           |
| 10.  | 1        | LS   | 237310 | 7-10.2.6               | Traffic Control  |     | <del>                    </del> | \$           |
| 11.  | 1        | LS   | 524126 | 2-4.1                  | Bond (Payment and Performance)   |     | <del>                    </del> | \$           |
| 12.  | 1        | AL   | 238210 | 9-3.5                  | Contingency – Type II Allowance  |     | <del>                    </del> | \$100,000.00 |
| <b>TOTAL FOR PROPOSAL (ITEMS 1 THROUGH 12 INCLUSIVE)</b> |          |      |        |                        |  |     |                                 | <b>\$</b>    |

\*\* Design Element (For City Use)

**PROPOSAL DOCUMENTS**

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Total Price For Design-Build Proposal, (items 1 through 12, inclusive) amount written in words:

\_\_\_\_\_

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. \_\_\_\_\_

The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged): \_\_\_\_\_

Design-Builder: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**NOTES:**

- A. The Contract Price to be used in the selection process will be determined as described in Section 5.6 of the RFP.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.

## PROPOSAL DOCUMENTS

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- C. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places, except for GRC Contracts which shall have multipliers expressed to four (4) decimal places.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Unit prices submitted that exceed two (2) decimal places or unit prices calculated by the City in verifying the accuracy of the Proposals shall be cause for deeming the Proposal **non-responsive** and ineligible for further consideration.
- I. Proposals 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.
- J. The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. Failure to acknowledge addenda shall render the Bid **non-responsive** and shall be cause for its rejection.

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR                                  | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|--------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                             |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                             |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                             |  |                              |                                    |

- ① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR                                  | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | PERCENT VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|--------------|------------------------------|--|------------------------------|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                              |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                              |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                              |  |                              |                                    |

- ① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA15

Attachment C

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

| <b>NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER</b>                         | <b>MATERIALS OR SUPPLIES</b> | <b>DOLLAR VALUE OF MATERIAL OR SUPPLIES</b> | <b>SUPPLIER (Yes/No)</b> | <b>MANUFACTURER (Yes/No)</b> | <b>MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB<sup>①</sup></b> | <b>WHERE CERTIFIED<sup>②</sup></b> |
|--|------------------------------|---|--------------------------|------------------------------|--|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                              |   |                          |                              |  |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                              |   |                          |                              |  |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                              |   |                          |                              |  |                                    |

- ① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA25

Attachment D

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract



**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, should have the name, locations (City) and the **PERCENT VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER                                | MATERIALS OR SUPPLIES | PERCENT VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> |
|--|-----------------------|---------------------------------------|-------------------|-----------------------|--|------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                       |                                       |                   |                       |  |                              |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                       |                                       |                   |                       |  |                              |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                       |                                       |                   |                       |  |                              |

<sup>①</sup> As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

|   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

<sup>②</sup> As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

|  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA30

Attachment D

Post Top Streetlight Conversion Project Design - Build Contract

COMPANY LETTERHEAD  
**CERTIFICATE OF COMPLIANCE**

---

**Materials and Workmanship Compliance**

For Contract: \_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

**Material Description:**

|                                     |
|-------------------------------------|
| Manufacturer: _____                 |
| Model: _____                        |
| Serial Number (if applicable) _____ |
| Quantity to be supplied: _____      |
| Remarks: _____                      |

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Diego  
Engineering and Capital Projects, Field 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.

| <b>CONTRACT ITEM NO.<br/>(Bid Item)</b> | <b>KIND OF MATERIAL<br/>(Category)</b> | <b>NAME AND ADDRESS WHERE<br/>MATERIAL CAN BE INSPECTED<br/>(At Source)</b> |
|---|--|---|
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |

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: \_\_\_\_\_

**PHASED FUNDING SCHEDULE AGREEMENT**

Check one:

- First Phased Funding Schedule Agreement  
 Final Phased Funding Schedule Agreement

**NOTE: THIS IS A SAMPLE PHASE FUNDING SCHEDULE AGREEMENT FORM.** Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

**BID NUMBER:** K-13-5977-DB1-3-C

**CONTRACT OR TASK TITLE:** Post Top Pedestrian Streetlight Conversion Project Design-Build

**CONTRACTOR:** Sothern Contracting Company

| Funding Phase | Phase Description  | Phase Start | Phase Finish | Not-to-Exceed Amount           |
|---------------|--|-------------|--------------|--------------------------------|
| 1             | The first phase of the funding has been secured from proceeds of a federal government Qualified Energy Conservation Bond (QECCB) that may cover the design and installation of approximately 2,000 Post Top lights.  | 10/2013     | 3/15/2014    | \$2,783,000.00 million dollars |
| 2             | The second phase of the remaining approximately 1,000 Post Top lights, retrofit approximately 600 existing induction cobra head fixtures with adaptive nodes, and this portion of the project will be funded with a California Energy Commission (CEC) loan. | 10/2013     | 06/30/2014   | \$2,460,730.00 million dollars |
|               |  |             |              |                                |
|               |  |             |              |                                |
|               |  |             |              |                                |
| Total         |  |             |              | \$5,243,730.00 million         |

Notes:

- (1) City Supplements 9-3.6, "PHASE FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

By: Lorie C. Azar  
 Name: Lorie Cosio Azar  
 Project Manager

Department Name: Environmental Services

Date: 10-9-13

CONTRACTOR: Southern Contracting Company

By: Timothy R. McBride  
 Name: Timothy R. McBride

Title: President / CEO

Date: 09/25/2013

-END OF PHASE FUNDING SCHEDULE AGREEMENT-

# City of San Diego

CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

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## ADDENDUM "1"

### REQUEST FOR PROPOSAL (RFP)



FOR

### POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

|                      |                          |
|----------------------|--------------------------|
| BID NO.:             | <u>K-13-5977-DB1-3-C</u> |
| SAP NO. (WBS/IO/CC): | <u>B-13139</u>           |
| CLIENT DEPARTMENT:   | <u>2115</u>              |
| COUNCIL DISTRICT:    | <u>3</u>                 |
| PROJECT TYPE:        | <u>IH</u>                |

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#### PROPOSAL DUE:

**12:00 NOON  
AUGUST 6, 2013  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

**Question pertaining to Terms and Conditions**

Q1. "For Qualification #2 - Sale and Delivery of at Least 3,000 LED Fixtures. The Manufacturer is required to provide proof of sale and delivery of at least 3,000 LED lighting fixtures similar to the items in this RFP to public agencies or utilities within the United States of America in the past three (3) years. This submittal should include the specific type, and to whom the items were delivered, and the total number installed to date. The Manufacturer shall provide and attach documentation to the RFP verifying this level of experience. Is this for outdoor lighting fixtures?"

A1. Yes.

Q2. "Regarding the 100 page count, is this inclusive of brochures, resumes and mandatory EOCP reports?" Or can these items be included in an appendix, outside the 100 page limit?

A2. Brochures, resumes and mandatory EOCP reports are not part of the page counter nor are the dividers and cover pages.

Q3. "There was no apparent mention of resumes, yet the RFP calls for describing the proposer's project team. Typically resumes are asked for to demonstrate that the proposer is assigning qualified personnel. Please clarify if resumes are to be required, and if so, are they part of the 100 page count, or outside the 100-page count?"

A3. Resumes are required. No they are not part of the 100 page count.

Q4. "Section 6.3, Page 9 of the RFP, calls for an interview. Elsewhere in the RFP mention is made that no presentation will happen? This appears to be a 1-step RFP process, eliminating the need for an interview. And if so, this would be more reason to require resumes to be included. Please confirm."

A4. No interview is required.

Q5. "Selection Criteria #8, Page 51, Submittal Organization and Clarity, specifies the use of "below forms" as cover pages for referenced sections. I am unable to find "below forms." Please provide. Also, are these pages part of the 100 page count?"

A5. See Page 61 of 247 of this addendum, item 8. Submittal Organization and Clarity (5 Points Max).

Q6. "Selection Criteria #10, reference checks, is valued at 5 points. Specifically what is the City looking for here?" A referenced project description with a client contact name, or just a contact name, address, phone, email, etc. from a past or present client who may be used as a reference?

A6. This is actually listed under #9, see page 61 of 247 of this addendum. The City is looking for a referenced project description and size, a client contact name address and phone with e-mail address.

## **Questions pertaining to Scope or Specifications**

- Q1. “Attachment A, Page 25, Section B. JEITA testing is a Japanese checks and balances organization that requires membership. Currently the major LED chip manufacturers are not members (Cree, Nichia, Philips, etc.). Is US testing certification acceptable or must this be run through JEITA for approval?”
- A1. The City deleted Section B. “Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages” from the RFP. See section C. Changes to the Request for Proposal of this addendum (Page 10 of 247)
- Q2. “Attachment A, Page 24, Section E. During mid-block pilot a decision was made to use “frosted” lens as opposed to “Clear”. RFP calls out for “frosted” on Standard and “Clear” on Gateway. Is this correct?”
- A2. Frosted lens shall be used for both the Gateway Luminaire and the Standard Luminaire. Please see Page 34 of 247 of this addendum, Attachment A, item 1.5, E.
- Q3. “Attachment A, Page 23, section 1.4 A, Will a sample of the “frosted” and “clear” be required at proposal submission time?”
- A3. See Page 33 of 247 of this addendum, 1.4 Quality Assurance, item A.
- Q4. ”If multiple contractors are bidding the same manufacturer, will one sample from the manufacturer suffice?”
- A4. If the proposed products from two different Design-Builders are identical, only one sample shall be required. Otherwise both Proposers shall submit samples.
- Q5. “Page 14 of Attachment A, first paragraph, please provide detail of current photo control receptacle that is used on existing QL induction Cobra Heads.”
- A5. See Page 24 of 247 of this addendum, Attachment A, item 2. Scope of Work.
- Q6. “Page 24, 1.4 B, After installation.....verify performance requirements outlined in RFP #5977”? What are they measuring to meet???”
- A6. Attachment A, Page 33 of 247 of this addendum, Item 1.4 (B) is deleted.
- Q7. “Page 26, 1.6.1, “warranty shall include one year for labor”, Contractor labor or manufacturer labor for one year?”
- A7. For a period of one year, all labor, both manufacturer and contractor shall be included. See Page 36 of 247 of this addendum.
- Q8. “Page 26-27, Part 2- Luminaire Product 2.1. A. 9, “IESNA Luminaire Classification B1-U1-G1 or better”
- A8. See Page 37 of 247 of this addendum, Part 2 – Luminaire Product, 2.1 Luminaire Requirements, item 9.
- Q9. “Page 40, J., BUG Ratings, Backlight, Uplight, and Glare shall be as specified section 2.1A (above)”.
- A9. See Page 50 of 247 of this addendum, Attachment A-2, Qualification #5.

Q10. Attachment A-2, Qualification #5 – Certification to Current IES Definition of Up light (U) ratings could not exceed 1 (that is correct) (G) ratings cannot exceed 2. (that is correct) Backlight (B) rating could not exceed 2” and...(that is correct) Light Distribution and IES Files shall certify that luminaries shall conform to the current IES definition of “Full Cut-Off”, with Zero illumination above an angle of 90 degree nadir”.

Please advise on which is approved for this project as these are contradictory.

A10. See Page 50 of 247 of this addendum, Attachment A-2, Qualification #5.

Q11. “Attachment A, Page 25 A. 5. (b), references testing of photometry shall be produced by an (NVLAP) accredited lab. Page 40, qualification #5 is requiring Independent IES certified”, page 49 Attribute 9 “IES FILE ....certified independent laboratory”. Is NVLAP certification acceptable or will tests have to be certified by both.

A11. See Page 58 of 247 of this addendum, Attachment B, 6. Technical Approach and Design Concept (50 Points Max), item 9.

Q12. “Specification 2.1.I, Page 29 of the RFP specifies the paint / coating requirements. No mention is made of the color required. What color would the City prefer or require?”

A12. The required color is referenced on Page 37 of 247 of this addendum, Attachment A, C. Luminaire Housing and Aesthetics, item 4.

Q13. “Attachment A-1, Page 35 of the RFP provides a link to the file of 3,000 lights. After following the link, we were unable to find the referenced file. Also, please note that this section refers to 3,600 post top lights, not the previously mentioned 3,000 post top lights referred several times elsewhere in the RFP. Please up-load the file, hopefully with a clear file name indicating that the file contains information about the 3,000 lights.

A13. The list has been posted on the Public Works eBidboard website.

Q14. “Proposal submittal requirements #6, Technical Approach and Design Concept, Page 48, shows a scoring value of 50 points out of a 100 point total. Yet within the aforementioned paragraph, mention is made as prorating this section to 30 points in the overall selection criteria. Please clarify this apparent discrepancy.

A14. This is corrected. See Page 58 of 247 of this addendum, Attachment B, 6. Technical Approach and Design Concept (50 Points Max).

Q15. “Similarly, on Page 49, Item #7, Design–Builder Capability, indicates that the value of this selection criteria is 25 points, yet in the body of the paragraph it refers to prorating this section to 20 points. Again, please clarify.”

A15. See Page 60 of 247 of this addendum, Attachment B, Item 7. Design-Builder Capability (25 Points Max).

Q16. “Item #10 of the design-builder capability matrix, Page 50, experience with community outreach, does not appear to have a score value associated with it. Please confirm or revise.

A16. A score is added. See Page 61 of 247 of this addendum, Attachment B, Item 7. Design-Builder Capability (25 Points Max), Sub-item 10.



- Q17. “Page 30 3.2: ROAM cannot guarantee integrating with any signal from an outside system nor can ROAM guarantee a 30 second or less communication in this manner.”
- A17. See Page 40 of 247 of this addendum, Attachment A, Item 3.2 Communication Performance, Sub-item B.
- Q18. “To City: ROAM cannot guarantee integrating with any signal from an outside system without knowing what this signal is????”
- A18. City requirement remains the same.
- Q19. To City: ROAM averages less than 30 seconds with communication, but will not guarantee that it will not go above 30 seconds in some instances
- A19. City requirement remains the same.
- Q20. Page 30 3.3: ROAM “Our peak power is 12 watts and our average is 5.5. 2 gateways are being supplied for entire system, how does 12 watts play on the entire draw of the load?”
- A20. City requirement remains the same.
- Q21. Page 31 3.4: “ROAM controllers are not IP65. They are rain-tight, per ANSI C136.10, which is the industry standard for photo controls.”
- A21. See Page 41 of 247 of this addendum, Attachment A, Item 3.4 Control Points, Sub-item B. Controllers (Nodes) shall be rated IP 45 minimum.
- Q22. Page 31 3.4 I ROAM “We took exception to this last time as well...just confirmed that we do NOT log the controller, just the luminaire.”
- A22. Power shall be measured as specified. See Page 41 of 247 of this addendum.
- Q23. Page 32 Q: ROAM “We will only store detailed data for 2 days, however the cumulative energy total will be logged by the node indefinitely.”
- A23. The City requires 2 days minimum stored detailed data. See Page 42 of 247 of this addendum, Attachment A, item Q.
- Q24. 3.5 C 1. ROAM “We do not currently have the capability to gradually dim Levels of dimming can be set.”
- A24. City requirement remains the same.
- Q25. 3.5 D ROAM “We do not currently have the capability to dim by input power (percent relative watts). We utilize a 0-10v continuous dim setting.”
- A25. City requirement remains the same.
- Q26. 3.5 F. “ROAM does not currently offer this capability with Concierge or Enterprise. Not sure why a photo sensor would want to be used to override settings that can be done at system level Q27 3G rated vibration – in the spec review process, we stated our fixture was not designed and tested for 3G.
- A26. The City requirement will allow 2G. See Page 37 of 247 of this addendum, Part 2 – Luminaire Product, 2.1 Luminaire Requirements, A. General Requirements, Sub-item 15.

- Q27. Section **2.1C**: 4.) ROAM “IP65 or higher for electronic components – **fixture** has IP65 on the optical and IP55 on housing if interpreted this way. If it is components only then the driver and SPD should be OK.”
- A27. City requirement remains the same. See Page 37 of 247 of this addendum, Part 2 – Luminaire Product, 2.1 Luminaire Requirements, C. Luminaire Housing and Aesthetics, Sub- item 4.
- Q28. “Is the adaptive control software and hardware due with the fixture sample at the time of submittal?”
- A28. The City requires that the fixture or fixtures, node(s) be provided as a sample. In addition, please provide sample screen shots of the proposed system provided including the “gateway” equipment.
- Q29. Page 16 The question was do the lights that do not meet the criteria to be converted in this project require mapping and GIS data?
- A29. NO, they do not require mapping data. See Page 26 of 247 of this addendum, Attachment A, item D.
- Q30. The question was will the contractor need to submit a sample of Type A and Type C fixture?
- A30. Yes, if they are different. The existing Type A and Type C are the same size and fixture.
- Q31. The question was, If the supplier’s fixture is submitted by multiple prime contractors, how many fixtures need to be supplied as samples?
- A31. Only one fixture shall be submitted in this instance.
- Q32. The question was regarding incentives. Will the contractor need to be responsible for obtaining the rebates and incentives for this project?
- A32. NO. The Design-Builder shall provide the City with an itemized paid invoice for what was installed and replaced once the contractor has been paid. The City will process the necessary paperwork for rebates and incentives with the local utility.
- Q33. The question was regarding how the “Piggy Back Clause” was intended to be used.
- A33. The Piggy Back Clause includes the entire specifications including the adaptive controls. It is up to the City to use any or all of the specifications.
- Q34. The question was what if the bid’s come in over the budgeted \$4.8 million dollar estimate.
- A34. It is the City’s right to cancel the RFP, Notice Inviting bids and reject submitted Bids. See Page 20 of 247, 10.3 Right to Cancel and Page 69 of 247 of this addendum, Attachment C, Item 12. City’s Right reserved.
- Q35. The question was what if there is no power to the pole.
- A35. The contractor shall not install a new fixture until power is restored by the City.

- Q36. Page 30, Part 3 - Control Products; 3.3. Gateways, Is the operating temperature +50C or 120 degrees?
- A36. See Page 40 of 247 of this addendum, Item 3.3 Gateways, Sub-item A.
- Q37. The question was “I read through the RFP. I didn't really see where it lists that the Type A and Type C heads needed to be different scale sized fixtures. Currently, as you know, the Gateway fixtures are physically larger than the Type C fixtures. Using the same wattage LED is not an issue but the smaller size would look out of proportion on the Gateway pole. Unless, of course, that is possibly addressed in the area that refers you back to CCDC drawings. I just want to be sure.
- A37. The existing fixtures are Type A and Type C and they are the same size. The City is not proposing a different size.
- Q38. “Please provide the current monthly SDGE LS2 combined rates per fixture for the existing HPS luminaires and the Proposed new rate for the 70w LED and the 85w LED.”
- A38. The City does not require this information for the RFP evaluation. This information is proprietary. The City has calculated anticipated energy savings for the project.
- Q39. “On page 44, Attachment A-2, Qualification #9 reads:  
“Each Luminaire shall have the manufacturers name, trademark, model number, serial number, date of manufacture (month and year), and lot number as identification permanently marked inside each unit and the outside of each packaging box”  
“Each luminaire shall have the wattage and voltage indicated on the bottom of the luminaire and text large enough so that it may be readily seen by an observer standing below the fixture”  
The placing of the voltage and wattage sticker on the bottom of the luminaire seems to be a specification left over from the Cobra Head Streetlight retrofit RFP that was previously done. Does the City really want this specification in this RFP? If so, can the City provide an example/picture of how and where they want this sticker placed?”
- A39. See Page 54 of 247 of this addendum, Qualification #9.
- Q40. “What is the specification in regards to GPS coordinates for the street light locations? Consumer Grade? +/- a meter? Survey grade? Is there a specific +/- footage the City is looking for?
- A40. The City considers GPS to be a “value add” with a guarantee of 3 meter accuracy.
- Q41. “Can you please clarify Page 28, Section G “Electrical Immunity (including surge protection)” States: Luminaire shall meet the “Elevated” requirements in Appendix A – Electrical Immunity. I have attached Appendix A of the RFP which is the “Notice of Exemption”
- A41. Luminaire shall meet the surge protection requirements. Manufacturer shall indicate whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire. See Page 39 of 247 of this addendum, Part 2 - Luminaire Product, 2.1 Luminaire Requirements. G. Electrical immunity (including surge protection).

Q42. "Can you please clarify the wording in "Qualification #4"? There is actually quite a big difference between the verbiage "Buy American" and "Buy America".

"I do believe the certification document is in error, and it was meant Buy American, which coincides with the earlier reference below as well as the balance of the certification language. ARRA is Buy American, not Buy America. "

Qualification #4 - ARRA Audit and "Buy America" Compliance A portion of the funding for this project has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Manufacturers, including both prime and subcontractors are subject to audit by appropriate Federal or State of California (State) entities. Manufacturer/supplier shall warrant by endorsement that they can and shall comply with the reporting and operational requirements of the ARRA audit process. Manufacturers/supplier shall also certify that all products to be provided in fulfilling this contract meet the "Buy America" requirements as set forth in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI). Submit Substantial Transformation form (as identified in Attachment C, Front End Volume 1, Section 5, Article 27 Buy American Certification).

Manufacture certifies that they shall comply with the reporting and operational requirements of the ARRA audit process.

Yes \_\_\_\_\_ No \_\_\_\_\_

Design-Builder certifies that all products to be provided in fulfilling this contract meet the "Buy America" requirements set forth in the ARRA.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified"

A42. All reference to "Buy America" shall be "Buy American". See Page 49 of 247 of this addendum.

Q43. "We understand that both state (CEC loan) and federal (QECCB) funds will be used to finance the project in a phased manner. Since the City has directed our outreach to include both state (Caltrans and CPUC) and federal agencies (SBA and MBDA), do the proposed suppliers and/or subcontractors need to be dually-certified by both state and federal agencies? Or just one or the other?

It is our understanding that federally-funded projects require federal certifications, and that the CEC loan does not generally require any portion of the contract to be allocated toward disadvantaged businesses. In the alternative, may we assume that the proposed suppliers and/or subcontractors need to be certified by at a minimum just the federal agencies, and that any subcontractor and/or supplier found through either CalTrans or the CPUC need to also have a valid federal certification?

The reason we are asking these questions is that the State agencies we are being required to advertise with may not have subcontractors and/or suppliers registered with the federal government, and therefore, may not have current federal certifications. As a result, it might be construed that we may be misleading responders to our solicitation that they only need to provide certifications from the agency with whom we placed the ad."

“We just want to confirm the following:

1. At a minimum, ads are only required to be placed at the MDBA web portal and the SBA Sub-Net portal, with appropriate documentation and follow-up as specified in the RFP.
2. Downloading appropriate filtered vendor database lists shall be considered GFE evidence of reaching out to Caltrans, CPUC and the SBA Pro-Net web portals.
3. The SBA Pro-Net web portal has been changed to the acronym SAM, and that we will follow the instructions on SAM to comply with this outreach requirement.
4. There is no requirement to reach out to local SLBE or ELBE businesses. We have not found any reference at this point. If we are missing this, please indicate where these requirements can be found.
5. On page 134 of the RFP, Clause 12.6 states: “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.” Does this mean that we need to solicit quotes from at least three (3) bidders from each source (MBDA vs. CPUC, etc.) contacted, or does it mean that we need to solicit at least three (3) bidders per work category? There is a significant difference in the level of effort required for the first scenario as compared to the second scenarios.”

A43. This is required per spec K-13-5977-DB1-3-C as follows:

See Page 67 of 247 of this addendum, Sub-item 4.6 for the goals. See Page 104 of 247 of this addendum for Funding Agency Provisions. See Agency Specific Provisions on Page 143 of 247 of this addendum. Advertise with websites listed on page 144; item 12.4.

To receive credit toward goals listed on page 104, certification according to item 12.4 page 144 required need to meet percentage levels or submit Good Faith Effort documentation that proves advertising, follow up, and explanation of accept or deny with sub quote (unaltered).

Q44. “We are fine-tooth the luminaire requirements and I found no specific requirement for integrated daylight photocontrol, the only instance or reference found was in section 2.1.K.3. Can you find out if we need to provision the luminaire for a NEMA twist-lok receptacle?”

A44. The existing Cobras have a 3 pin photo cell receptacle. See Price Proposal Forms, Page 241 of 247 of this addendum, bid item # 9.

DOE goals on page 104; they need to solicit the 3 source websites for at least 3 DBE vendors for each item of work. Provide proof that the solicitation was done in accordance with “good faith” efforts for each item of work. (Page 143; DOE Requirements 11.1; section 11.1.2; and Page 146 for Forms AA61, AA62, AA63).

If the goals are not met; there is the additional burden to prove that sufficient effort “Good Faith” was performed in an overall extensive outreach to meet the DOE goals as stated in the RFP.

**C. CHANGES TO THE REQUEST FOR PROPOSAL**

1. To the RFP (issued on June 20, 2013), DELETE in its entirety and REPLACE with the RFP pages 11 of 247 through 247 of 247 issued in this Addendum.

Tony Heinrichs, Director  
Public Works Department

Dated: *July 25, 2013*  
San Diego, California

TH/nb/ds/egz

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L.Cosio-Azar/NB/egz

## REQUEST FOR PROPOSAL (RFP)



## FOR

### POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

BID NO.: \_\_\_\_\_ K-13-5977-DB1-3-C  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-13139  
CLIENT DEPARTMENT: \_\_\_\_\_ 2115  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
PROJECT TYPE: \_\_\_\_\_ IH

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE OR FEDERAL
- THIS IS A CALIFORNIA ENERGY COMMISSION FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

**PROPOSAL DUE:**

**12:00 PM  
AUGUST 6, 2013  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101**

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| 13. Form AA30 - Design-Build Named Equipment/Material Supplier List.....                                      | 237 |

## 1. INTRODUCTION

1.1. This is the City of San Diego's (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.

1.2. Class "A", or "C10" contractor's licenses will be required.

1.3. The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in:

The rejection of the Proposal.

1.4. Engineer's Estimate – The Engineer's estimate of the contract price is **\$4,800,000**.

1.5. The Design-Builders interested in submitting a proposal for this project shall be pre-qualified through the City's Prequalification program:

1.5.1. The Design-Builders must submit a complete prequalification application to the City of San Diego, Engineering & Capital Projects Department, Pre-Qualification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101.

1.5.2. Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov) for additional information about the Pre-Qualification Program.

1.5.3. Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.

1.6. This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

## **2. EQUAL OPPORTUNITY**

- 2.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 2.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.
- 2.3. For Subcontractor Participation Requirements, see Attachment C, Contract Front End Volume 1, for more information

## **3. PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

## **4. SCOPE OF WORK AND SERVICES**

Work and Services required of the Design-Builder include those during design, construction, and startup of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment A.

## **5. SELECTION PROCESS**

Each Design-Builder shall submit separate "Technical" and "Price" Proposals as described in this RFP.

### **5.1. Technical Proposal Requirements**

- 5.1.1. Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.
- 5.1.2. The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 100 pages and 500 words per page.

**NOTE:** A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

- 5.1.3. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

## **5.2. Price Proposal Requirements**

- 5.2.1.** One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment ‘D’ of this RFP for the Price Proposal form to be used.
- 5.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 5.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment ‘B’ for criteria from which the proposals will be evaluated.
- 5.2.4.** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- 5.2.5.** Certain EOCIP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

## **5.3. Submittal Requirements**

### **5.3.1. Technical Proposal**

- 5.3.1.1.** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 5.3.1.2.** One executed original, clearly and conspicuously marked on the cover, 7 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents for this proposal shall be included. The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

“Technical Proposal” Package Number (e.g., 1 of 16, 2 of 16, etc.)

Marked “CONFIDENTIAL” (in red)

- 5.3.1.3.** The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm’s principals or officers shall be provided.

- 5.3.1.4.** Failure to comply with the requirements of this RFP may result in disqualification.

- 5.3.1.5. Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittal invalid and will cause its disqualification from this selection process.
- 5.3.1.6. Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, "Precedence of Contract Documents."

Design elements which deviate from the scope of Work, City's design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, "Exception to this RFP" of the Proposal and brought to City's attention during the presentation and interview.

- 5.3.1.7. Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City Contact prior to the Proposal due date. Interpretations or clarifications considered necessary by the City Contact in response to such questions will be issued by Addenda, which will be uploaded to City's online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).

Questions received less than 14 days prior to the Proposal due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Proposer's responsibility to become informed of any addenda that have been issued and to include all such information in its Proposal.

- 5.3.1.8. The Design-Builder shall include in the Technical Proposal Forms AA15 and AA30.

**5.3.2. Price Proposal**

- 5.3.2.1. The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

- 5.3.2.2. The Price Proposal is to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder  
Project Title  
"Price Proposal" Marked "CONFIDENTIAL" (in red)

- 5.3.2.3. Failure to comply with the requirements of this RFP may result in disqualification.

**5.3.2.4.** Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

**5.3.2.5.** The Design-Builder shall include in the Price Proposal Forms AA05 and AA25.

**5.4. Review of Technical Proposal**

**5.4.1.** Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

**5.5. Technical Presentation. Not Used**

**5.6. Final Selection (Weighted Criteria)**

**5.6.1.** A maximum of 30 points will be assigned for the Contract Price as bid. Maximum price points will be assigned to the lowest dollar bid and all other are scaled inversely proportional to that amount.

**5.6.2.** A maximum of 70 points will be assigned for the qualitative criteria noted in Attachment 'B' of this RFP. All Proposals shall receive scores based on 20 times the average of the composite ratings provided by the Panel.

**5.6.3.** The Apparent Winner will be the team with the highest total score earned from 5.6.1 and 5.6.2. The following example summarizes and illustrates the process:

| Design-Builder | Avg. Composite Rating | Qualitative Score (70 Maximum) | Price Proposal        | Price Score (30 Maximum) | Total Score (100 Maximum) |
|----------------|-----------------------|--------------------------------|-----------------------|--------------------------|---------------------------|
| A              | 85.00                 | 59.50                          | \$1,629,000.00        | 27.81                    | 87.31                     |
| <b>B</b>       | <b>88.00</b>          | <b>61.60</b>                   | <b>\$1,546,000.00</b> | <b>29.30</b>             | <b>90.90</b>              |
| C              | 73.00                 | 51.10                          | \$1,510,000.00        | 30.00                    | 81.10                     |

All figures will be rounded off to two decimal places.

**5.6.4.** Design-Builders will be notified in writing of the City's final decision.

**6. POLICIES, PROCEDURES AND GUIDELINES**

**6.1.** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.

**6.2.** A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).

- 6.3. The Panel will review all proposals received from each Design-Builder in accordance with Attachment 'B' of this RFP. Based on the Project's Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at **2:00 PM** at Public Works Contracting Group, 1010 Second Avenue, Suite 1400, San Diego, California, 92101 as scheduled in Section 8.
- 6.4. The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

7. **EVALUATION CRITERIA**

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment 'B'.

8. **SELECTION AND AWARD SCHEDULE**

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

- |      |   |                    |
|------|---|--------------------|
| 8.1. | Pre-Proposal Meeting                        | June 27, 2013      |
| 8.2. | Proposal Due Date                           | August 6, 2013     |
| 8.3  | <b>Technical Presentation</b>               | <b>Not Used</b>    |
| 8.4. | Public Ranking Meeting                      | August 20, 2013    |
| 8.5. | Selection and Notification                  | September 3, 2013  |
| 8.6. | Receipt of Bonds and Insurance Certificates | September 17, 2013 |
| 8.7. | Notice to Proceed                           | September 24, 2013 |

9. **PRE-PROPOSAL ACTIVITIES**

9.1. **Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the City Contact at the postal address or the e-mail address identified on the cover sheet of the RFP.

9.2. **Pre-Proposal Meeting**

9.2.1. A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1010 Second Avenue, Suite 1400, large conference room, San Diego, CA, 92101. All potential responders are required to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre-Proposal Meeting.

9.2.2. Bid shall be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.

**9.3. NOT USED**

**9.4. Revision to the RFP**

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

**10. SPECIAL CONDITIONS**

**10.1. Reservations**

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

**10.2. Public Records**

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

**10.3. Right to Cancel**

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

**10.4. Additional Information**

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

**10.5. Public Information**

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

**10.6. Changes to Key Personnel and Substitution of Subcontractors**

**10.6.1.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written consent of the City.

**10.6.2.** The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.



## **10.7. Use of Reference Documents and Pre-Design Reports**

**10.7.1.** The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder's risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

**10.7.2.** The following documents are included in Attachment 'A':

- a. Post Top Pedestrian Street Light Conversion Project spreadsheet light list (See A-1)  
Funding requirement Milestones Post Top Pedestrian Street Light Conversion Project Scour Analysis for Post Top Pedestrian Street Light Conversion Project
- b. Minimum manufacturer requirements and vendor requirements (See A-2)

## **10.8. Scour Analysis for Post Pedestrian Street Light Conversion Project (See A-3)Use of Global Information System (GIS)**

The Design-Builder shall be required to use GIS. GIS drawings, lists, maps, and other work shall be produced by the Design-Builder, Consultants and Subconsultants using Global Information System (GIS).

The Design-Builder shall be required to use GIS.

## **10.9. Scheduling and Management Reporting Systems**

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

**10.9.1.** The City requires the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

**10.9.2.** The Design-Builder shall anticipate that the development of this schedule may require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

**10.9.3.** The Design-Builder shall furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

## 10.10. Project Schedule

**10.10.1.** The City has established the following tentative milestones for the Project:

- a. QECB phase funding deadline of: March 15, 2014
- b. Issue Notice of Completion June 2014

For the Contract Time refer to Contract Front End Volume 1, Notice Inviting Bids (see Attachments).

## 10.11. Acknowledgement of Addenda

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

**10.12.** The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, The WHITEBOOK e.g., the City Supplement and the Funding Agency Provisions as included in the Contract.

**10.13. Qualified Energy Conservation Bonds (QECB) deadlines dictate a requirement to spend \$3.5 million dollars for lights purchased and installed by March 15 2014. See Attachment A-3.**

**10.14. Piggyback Procurement.** It is intended that any other public agency (e.g. city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the State of California has an option to procure identical equipment and/or services as set forth in the Proposal. The City of San Diego incurs no financial responsibility in connection with orders issued by another public agency. The participating public agency shall accept sole responsibility for placing orders or making payments to file vendor.

**ATTACHMENT A**

**PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS,  
AND BRIDGING DOCUMENTS**

## ATTACHMENT A

### PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

#### ENVIRONMENTAL SERVICES DEPARTMENT

##### 1. Project Description:

The purpose of the project is to retrofit approximately 3,000 existing High-Pressure Sodium (HPS) Standard and Gateway pedestrian Post Top street lights with LED Broad Spectrum type light fixtures. All the streetlight fixtures to be converted are in the right-of-way. The existing pole, mast arm, and other infrastructure related to the streetlight shall remain in place; only the street light fixtures with new adaptive control technology shall be replaced. Various types of state and federal funding were utilized for this project. The Design-Builder shall demonstrate that they can comply with the established milestones identified in Attachment A-3.

1. This project will be funded in two phases. The first phase of the funding has been secured from proceeds of a federal government Qualified Energy Conservation Bond (QECCB) that may cover the design and installation of approximately 2,000 Post Top lights. For the second phase of the remaining approximately 1,000 lights, this portion of the project will be funded with a California Energy Commission (CEC) loan.
2. Attachment A-1 is the comprehensive street light list of the 3,000 post top street lights with locations with type of fixture, wattage, and their respective attributes.
3. Submittals shall be required for all street light fixtures in the RFP reviewed by the Panel. Once the RFP is awarded, written City approval is required before any material is ordered.
4. Rebates and incentives will be coordinated by the City; the Design-Builder shall not be responsible for submittal of any utility sponsored incentives on behalf of the City.
5. Federal ARRA requirements apply as designated in the appropriate attachments. These include but are not limited to buy American provisions and Davis-Bacon labor compliance,
6. Confirm data including the voltages and locations and update the list as new fixtures are installed because they may vary from the list indicated on Attachment A-1.
7. The Design-Builder shall be responsible to verify and report the actual voltage because the voltage listed in the existing streetlight list is not 100% accurate.
8. The Design-Builder is not responsible to make repairs to the existing power supply electrical service if there is "no voltage" in the pole hand hole at the base of the pole.

##### 2. Scope of Work:

The project includes the retrofit of approximately 3,000 Standard and Gateway Pedestrian Post Top streetlight fixtures. Post Top fixture heads are distinct from cobra head type light poles which have no mast arm and mount directly at the top of the existing pole. In addition; the

Contract includes replacement of the existing photo cells of approximately 600 existing induction cobra head fixtures within the same Downtown footprint with adaptive nodes. Design- Builders shall propose a solution to convert the existing luminaires to have adaptive controls with all the functions stated elsewhere in this specification except for dimming and associated dimming control/reporting requirements. The existing photocell receptacles are standard ANSI/NEMA C136.10, 3 prong, twist lock receptacles. Please refer to Bid Form, Item #9 which includes the nodes and the installation.

The first phase of the project funding is derived from Qualified Energy Conservation Bonds (QECBs). The City has set up an escrow account for the QECB portion of monthly Progress Payments (Attachment A-3 Milestones). The Design-Builder will receive the QECB portion of monthly Progress Payments from the QECB escrow account with the remaining portion of the monthly Progress Payment paid through the typical process, from City of San Diego. It is anticipated that the QECB portion of the payment will be issued 15 working days from the date the Progress Payment is approved by the City. Note that most of the monthly progress payments are estimated from the 500 street lights that must be installed monthly. The second phase of the project funding will be funded with a California Energy Commission (CEC) loan.

Attachment A- identifies the technical parameters that are desired for the LED streetlights. The design-builder is responsible for identifying the most suitable fixture head street light fixtures for City consideration on the retrofit project in the proposal. Attachment A-2 identifies the minimum manufacturer/vendor requirements. The design-builder shall be required to identify the precise location of each streetlight converted. All the fixtures submitted by the Design-Builder for City consideration shall meet the minimum manufacturer/vendor requirements identified in Attachment A-2.

The actual streetlight lists are identified in the Attachment A-1. The City of San Diego street light list identifies various attributes such as wattage, voltage, and location description of each streetlight. A task of this Design-Build contract is to update and validate the City street light list. The City list shall be used as the base list to identify and account for street lights converted. The SDG&E list identifies LS-2 street lights on the SDG&E inventory. As Design-Build crews convert street lights, additional street lights not indicated on the lists may be encountered. Below is the Conversion Procedure describing all the possible scenarios and how each situation shall be resolved.

The precise location of each street light converted shall be identified with GPS coordinate. This process will provide the precise location of each streetlight converted and serve as a basis for processing progress payments as streetlights are converted. Lists of street light street lights converted shall be provided by the Design-Builder. The Design- Builder shall also provide maps of proposed locations to be upgraded and a comprehensive map of previously converted areas. The updated streetlight list shall contain the unique SDG&E streetlight number identified on the SDG&E streetlight list shown on the FTP site. The Design-Builder may use "GIS software matching tools" to help coordinate lists, update maps, and maintained in inventory process lists and maps of proposed locations and areas that street lights have been converted. The updated street light list (ultimately to be used as the project as-built) will include the SDG&E unique street light number with GPS coordinates. Street lights encountered, but not identified on a current list shall be identified as "NEW" in the unique SDG&E number data field. The Design-Builder shall be responsible for matching each street light location on the City list with the unique SDG&E number, thereby merging the two street light lists into one (1) comprehensive street light list. The City street light data contains some GIS coordinates. The Design-Builder shall be required to submit updated maps indicating streetlights converted with their progress payment request. The Design-Builder shall identify

area conversion schedules on a GIS compatible map and Excel spreadsheet for written City approval prior to starting conversions in a particular area.

In order for the selected luminaire to qualify for this project, the “bidder” must provide proof and a signed, dated, and certified letter from the manufacturer that states the luminaire meets all requirements, and states each of these requirements for the SDG&E Energy Efficiency Business Rebate program. These attributes should also each be listed in the specification sheets provided for each luminaire that will be used for this project. The requirements for this program can be found on the SDG&E website <http://www.sdge.com/earn-rebates-your-improvements>. Please contact SDG&E for any clarification or questions about these requirements.

The vendor (Design/Builder) will be required to provide, at multiple instances during the project, additional information to facilitate the acquisition of rebates from SDG&E such as an invoice indicating payment has been received from the City of San Diego. A sample invoice can be found on the SDG&E website <http://www.sdge.com/documents/business-rebates-sample-invoice>.

**3. Conversion Procedure:**

**A. Street light identified on SDG&E and City lists:**

Convert the street light as indicated in the Conversion Table. Update the City street light list with the unique SDG&E number, GPS coordinates, and new street light data including date installed, wattage, voltage, serial number of the new street light fixture.

**B. Street lights identified on the City list, but not shown on the SDG&E list:**

Do not convert because the City of San Diego will not earn a rebate for this light. Note exception and report back to the City. Update the street light list with GPS coordinate and new street light data including date installed, wattage, and voltage, serial number of the new street light fixture. A unique street light number will be assigned by SDG&E the Design-Builder shall not be responsible to identify to a unique SDG&E number. Indicate “NEW” in the unique SDG&E number field on the spreadsheet.

**C. Street lights identified on the SDG&E list, but not shown on the City list:**

Convert the street light as indicated in the Conversion Table. Add the street light to the City list with the unique SDG&E number, GPS coordinates, and new street light data including date installed, wattage, voltage, serial number of the new street light fixture.

**D. Street lights not shown on any list:**

Do not convert these lights.

**Technical Description:**

The project includes the retrofit of approximately 3,000 decorative pedestrian Post Top street lights. Post Top type street light fixtures are mounted on the top of standard and gateway street light poles. See Appendix B for a picture of the two types of streetlight poles. The Design-Builder shall be responsible for entire installation assembly, including cost of inserting a “tenon” adaptor, matching post top luminaire to pole exterior dimension, as may be required. The project also includes approximately 600 existing induction cobra head fixtures to be retrofitted with adaptive nodes.

This project includes the design, selection, and installation of new LED type fixtures that meet prescribed City criteria. The City Council has approved a maximum Correlated Color Temperature (CCT) of 4000 Kelvin, +/-250 Kelvin. Due to the characteristics of various lighting technology, LED technology has been designated over other lighting technologies such as Induction as the designated technology to be used throughout this project. The Design-Builder shall be responsible to submit the final Standard and Gateway Post Top pedestrian fixture head recommendation via the submittal process for City review and written approval. A minimum 10 year warranty, in accordance with Standard Special Provisions (SSP) Section 6-8 is required for the LED fixtures.

A 10 year warranty shall be for the fixture, the adaptive control system warranty shall be for a minimum of 5 years.

Post Top lights are distinct from Cobrahead light poles which have a mast arm. Post Top fixtures shall have 4000 Kelvin CCT LED type per specification found in Attachment A-2. The desired wattage conversion from the existing HPS fixtures to LED technology is as follows:

1. Standard streetlight poles with 150W HPS post top luminaires. Convert to LED post top technology with maximum 90 watts per luminaire.
2. Gateway streetlight poles with two 250W HPS post top luminaires. Convert to LED post top technology with maximum 90 watts per luminaire.

The technical specifications, including photometric requirements, for the LED Post Top fixture replacement are identified in Attachment A-2.

Post Top luminaires shall be installed with “adaptive controls.” “Adaptive Controls” shall mean that upon installation and energization of the luminaire that activation and commissioning of the adaptive controls system shall be included and not require any further modification, including re-wiring, and opening up of the Post Top luminaire, but shall include the installation of a communication node in the twist lock receptacle with built-in photocell and any other technical component such as a power meter or digital control module.

The Design-Builder shall be responsible for selecting a Post Top luminaire that can be remotely controlled and monitored for power consumption through use of an adaptive controls system. The design, cost, and technical approach shall be included in the Design-Builder’s proposal describing the proposed adaptive controls technology and how it will be implemented. The Design-Builder shall provide a copy of the manufacturer’s technical specification and provide up to three examples of where this adaptive controls technology has been successfully implemented. Design-builder shall describe how it will provide operations

and maintenance training of the adaptive controls system for a minimum of 16 hours. The design-builder shall also describe how the adaptive controls system shall assist the city in reducing its energy costs and improve maintenance performance. Design-builder shall provide information on the software operating system, including a description on how the system works and computer screen shots of the key platform interface screens. In its cost proposal, Design-builder shall include pricing to include a full Adaptive Controls system to the City, including the cost of revenue/utility-grade meter nodes, gateway interfaces, system commissioning, and software license fees. At no time shall the design-builder propose recurring software license costs as the City intends to incur just one unrestricted license fee for the software for use by any designated City employee.

This project scope shall include the ability to enable approximately 600 of the existing induction cobra head fixtures located within the downtown footprint vicinity map, that are currently not adaptive control ready, to enable the same ability to locate and monitor the lights as the decorative pedestrian post tops fixtures without the ability to dim the fixtures. The project is not converting the existing induction cobra head fixtures to adaptive control at this time. The project would enable the city to identify the existing induction cobra roadway fixtures and monitor the voltage, wattage, location but not dim or tune those fixtures specifically at this time.

#### QECB Funding

The City has set up an escrow account for the QECB portion of monthly.

The Design-Builder will receive the QECB portion of monthly Progress Payments from the QECB escrow account with the remaining portion of the monthly Progress Payment paid through the typical process, from City of San Diego. It is anticipated that the QECB portion of the payment will be issued 15 working days from the date the Progress Payment is approved by the Engineer. Note that most of the monthly progress payments are estimated from the installed street lights.

The Design-Builder is responsible for identifying the most suitable LED Post Top street light fixtures for City consideration on the retrofit project in the proposal. Attachment A-2 identifies the minimum manufacturer/vendor requirements.

The design-builder shall be required to identify the precise location of each streetlight converted by "tagging" each streetlight with GPS location per the GIS requirements of this RFP. All the fixtures submitted by the design-builder for City consideration shall meet the minimum manufacturer/vendor requirements identified in Attachment A-2.

#### **4. Reference Standards:**

- 4.1.** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:



| <b>Title</b>  | <b>Edition</b> | <b>Document Number</b> |
|---|----------------|------------------------|
| Standard Specifications for Public Works Construction (“The GREENBOOK”)   | 2012           | PITS070112-01          |
| City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*  | 2012           | PITS070112-02          |
| City of San Diego Standard Drawings*  | 2012           | PITS070112-03          |
| Caltrans Standard Specifications  | 2010           | PITS070112-04          |
| Caltrans Standard Plans   | 2010           | PITS070112-05          |
| California MUTCD  | 2012           | PITS070112-06          |
| City Standard Drawings - Standard Drawings Approved For Use *   | Varies         | Varies                 |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84  | 1984           | 769023                 |
| The City of San Diego Consultant’s Guide to Park Design and Development*  | 2011           | NA                     |
| NOTE: *Available online under Engineering Documents and References at:<br><a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a> |                |                        |

## LED LUMINAIRE AND CONTROL SYSTEM SPECIFICATION

These specifications are for the following bid items found in RFP #5977 distributed by the City of San Diego:

- LED Adaptive Controls-Enabled Decorative Post Top Street Light Fixtures on Standard Poles
- LED Adaptive Controls-Enabled Decorative Post Top Street Light Fixtures on Gateway Poles

The intent is for the decorative luminaire and luminaire control system to be submitted together and not separately. In addition, luminaire control receptacles adapters shall be submitted for existing induction luminaires to be controlled only in the ON/OFF condition and not dimmed.

### PART 1 – GENERAL

#### 1.1 LUMINAIRE REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available

##### A. American National Standards Institute (ANSI)

1. C78.377-2008 (or latest), Chromaticity of Solid State Lighting Products
2. C82.77-2002 (or latest), Harmonic Emission Limits – Related Power Quality Requirements for Lighting
3. C136.2-2004 (or latest), American National Standard for Roadway and Area Lighting Equipment—Luminaire Voltage Classification
4. C136.22-2004 (R2009 or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
5. C136.25-2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures
6. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
7. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting

##### B. American Society for Testing and Materials International (ASTM)

1. B117-09 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
2. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
3. D523-08 (or latest), Standard Test Method for Specular Gloss

- C. Council of the European Union (EC)
  - 1. RoHS Directive 2002/95/EC, on the restriction of the use of certain hazardous substances in electrical and electronic equipment
- D. Federal Trade Commission (FTC)
  - 1. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims
- E. Illuminating Engineering Society of North America (IESNA or IES)
  - 1. IESNA Lighting Handbook, 10<sup>th</sup> Edition
  - 2. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
  - 3. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
  - 4. RP-8-00 (or latest), ANSI/IESNA American National Standard Practice for Roadway Lighting
  - 5. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
  - 6. TM-3-95 (or latest), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83
  - 7. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
  - 8. TM-16-05 (or latest), Light Emitting Diode (LED) Sources and Systems
  - 9. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources
- F. Institute of Electrical and Electronics Engineers (IEEE)
  - 1. IEEE C62.41.2-2002 (or latest), IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
  - 2. ANSI/IEEE C62.45-2002 (or latest), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits
- G. National Electrical Manufacturers Association (NEMA)
  - 1. ANSI/NEMA/ANSI C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
  - 2. SSL-1-2010 (or latest), Electronic Drivers for LED Devices, Arrays, or Systems
  - 3. SSI-3-2010 (or latest), High-Power White LED Binning for General Illumination
- H. National Fire Protection Association (NFPA)
  - 1. 70-2011 (or latest), National Electrical Code (NEC)

I. Underwriters Laboratories (UL)

1. 1449, Surge Protective Devices
2. 1598, Luminaires
3. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Products

1.2 CONTROL REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

A. American National Standards Institute (ANSI)

1. C12.1-2008 “American National Standard for Electrical Meters – Code for Electricity Metering”
2. C12.19-2008 “American National Standard for Utility Industry End Device Data Tables”
3. C12.20-2010 “American National Standard for Electricity Meters – 0.2 and 0.5 Accuracy Classes”
4. C136.10-2010 “American National Standard for Roadway and Area Lighting Equipment—Locking-Type Photocontrol Devices and Mating Receptacles-Physical and Electrical Interchangeability and Testing”
5. C136.35-2009 “American National Standard for Roadway and Area Lighting Equipment-Luminaire Electrical Ancillary Devices (LEAD)”

B. Federal Communications Commission (FCC)

1. Title 47, Chapter 1, Subchapter A, Part 15, Radio Frequency Devices

C. International Electrotechnical Commission (IEC)

1. 61968-9 ed1.0 (2009-09), “Application integration at electric utilities - System interfaces for distribution management - Part 9: Interfaces for meter reading and control”
2. 60929 ed4.0 (2011-05) “AC and/or DC-supplied electronic control gear for tubular fluorescent lamps - Performance requirements, Annex E (normative), Control interface for controllable control gear”
3. 62386-101 ed1.0 (2009-06) “Digital addressable lighting interface - Part 101: General requirements – System”
4. 62386-102 ed1.0 (2009-06) “Digital addressable lighting interface - Part 102: General requirements - Control gear”
5. 62386-207 ed1.0 (2009-08) “Digital addressable lighting interface - Part 207: Particular requirements for control gear - LED modules (device type 6)”

D. National Fire Protection Association (NFPA)

1. 70 (2011) "National Electrical Code" (NEC)

E. National Transportation Communications for ITS Protocol (NTCIP), a joint standardization project of the American Association of State Highway and Transportation Officials (AASHTO), the Institute of Transportation Engineers (ITE), and the National Electronics Manufacturers Association (NEMA)

1. 1213 v02 (2011), NTCIP Object Definitions for Electrical and Lighting Management Systems (ELMS)

F. Telecordia

1. SR-332 (2011) "Reliability Prediction Procedure for Electronic Equipment"

G. Underwriters Laboratories (UL)

1. 916 (2007) "Energy Management Equipment"

H. Illuminating Engineering Society (IES)

1. Illuminating Engineering Society (IES)
2. RP-16-10 "Nomenclature and Definitions for Illuminating Engineering"
3. TM-23-11 "Lighting Control Protocols"

1.3 RELATED DOCUMENTS

A. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 5th Edition, with 2010 and 2011 Interim Revisions

1.3.1 DEFINITIONS

A. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.

1. Exception: The term "driver" is used herein to broadly cover both drivers and power supplies, where applicable.
2. Clarification: The term "LED light source(s)" is used herein per IES LM-80 to broadly cover LED package(s), module(s), and array(s).

1.4 QUALITY ASSURANCE

A. Before final approval and purchase, the City may request additional samples from selected proposers. One (1) production line samples for evaluation will be required. Manufacturer shall submit a sample of each specified product. One Gateway and Standard Sample can be submitted if the same sample is used for both. Samples shall be provided to the City at the time the RFP is due. Samples shall include adaptive controls.

Samples shall be identical to product configuration(s) submitted for the RFP and shall be furnished at no cost to the City.

## 1.5 LIGHTING SYSTEM PERFORMANCE

### A. General Description

1. This specification will provide minimum performance requirements for the LED pedestrian pole luminaire. Luminaires shall meet the general criteria provided in the body of this specification and the particular criteria for each luminaire type defined in RFP #5977.

### B. Luminaire Connected Load

1. Maximum Luminaire On-state Power Consumption
  - a. Gateway luminaire: not to exceed 90 watts (per head), 180 watts per pole
  - b. Standard luminaire: not to exceed 90 watts

### C. Luminaire Initial Delivered Lumen Output

1. Minimum delivered lumens shall be as follows:
  - a. Gateway luminaire: 3300 lumens (per head), 6600 lumens per pole
  - b. Standard luminaire: 3300 lumens
2. Delivered lumen output shall not exceed 5000 lumens per head.

### D. Luminaire Distribution

1. IESNA Type III and Type IV (asymmetric) and Type V (symmetric) luminaire distribution are accepted.

### E. Lens:

1. Frosted lens shall be used for the Gateway Luminaire.
2. Frosted lens shall be used for Standard Luminaire.

## 1.6 REQUIRED *SUBMITTALS FOR EACH PEDESTRIAN LUMINAIRE* TYPE DEFINED IN RFP no. 5977.

### A. General submittal content shall include:

1. Manufacturer's published specification information. The specification sheet must include:
  - a. Complete luminaire catalog number
  - b. Luminaire specification data
  - c. Dimmable LED driver(s)
    - i. Provide diagrams illustrating light output and input power as a function of control signal.

- d. Documentation that luminaire is adaptive control compatible for selected control system. Fixture shall include any internal components to be fully adaptive control so no further entrance to wiring cavity is required.
  2. Surge protection device, supplier to provide 3<sup>rd</sup> surge device/fixture level testing.
  3. Instructions for installation and maintenance
  4. TM-21 lumen maintenance report
    - a. Lumen maintenance life value (L70) shall be greater than 50,000 hours at TS = 50 degrees Celsius and at proposed operating drive current (mA). This drive current shall match the LM79 testing report for the proposed luminaire.
  5. LM-79 luminaire photometric report(s) shall be produced by the test laboratory and include:
    - a. Name of test laboratory
    - b. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program. For more information, see <http://ts.nist.gov/standards/scopes/eelit.htm> or [www.ssl.energy.gov/test\\_labs.html](http://www.ssl.energy.gov/test_labs.html).
    - c. Report number
    - d. Date
    - e. Provide explanation if catalog number in test report(s) does not match catalog number of luminaire submitted and clarify whether discrepancy does not affect performance, e.g., in the case of differing luminaire housing color.
    - f. If nominal performance of submitted and tested products differs, submit additional LM-79 report(s) and derivation.
    - g. Description of luminaire, LED light source(s), and LED driver(s)
    - h. Goniophotometry (in IES format)
    - i. Colorimetry
    - j. Scotopic/photopic (S/P) ratio
    - k. Photometric report must be for the complete luminaire that is proposed, including housing, support arms, capital, post top fitter and all external decorative components
  6. Dimming Compatibility Letter of Assurance
    - a. Manufacturer shall submit a letter of assurance that the luminaire is compatible and fully operational, tested *and warranted* with selected control system.
  7. Summary of luminaire recycled content and recyclability.
- B. Summary of reliability testing performed for LED driver(s)
- C. Written product warranty as per Section 1.8 below

#### D. Buy American documentation

1. Federal Department of Energy (DOE) requirements apply as designated in the website links provided below. These include but are not limited to Buy American provisions and Davis-Bacon labor compliance, and display of on-site Department of Energy signage indicating the funding is provided by a Recovery Act project [http://www1.eere.energy.gov/wip/pdfs/doe\\_arra\\_signage\\_interim\\_guidance.pdf](http://www1.eere.energy.gov/wip/pdfs/doe_arra_signage_interim_guidance.pdf)  
[http://www.eere.energy.gov/golden/ReadingRoom/FOIA/FRD/DE-0002877\\_Solazyme/DE-0002877%20Solazyme\\_Part24.pdf](http://www.eere.energy.gov/golden/ReadingRoom/FOIA/FRD/DE-0002877_Solazyme/DE-0002877%20Solazyme_Part24.pdf)
2. Some aspects of state and federal grants and loan programs require “Buy American”. The supplier shall provide documentation that the supplied product complies with the “Buy American” clause at time of submittal, per the DOE Guidance on Documenting Compliance with the Recovery Act Buy American Provisions [http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html)

#### 1.6.1 WARRANTY

The LED luminaire shall have a minimum warranty of ten years. The warranty shall include one year for labor and 10 years for materials. Materials and testing are required for repairing and replacing a luminaire. An LED will be considered failed if the lighting does not meet the expected lumen requirements.

- A. Warranty period shall begin on the date of installation.
- B. The warranty shall provide for all electrical or mechanical components including:
  1. Luminaire housing, wiring, and connections
  2. LED light source(s)
    - a. Zero or nearly zero light output from more than 10 percent of the LED packages constitutes luminaire failure.
  3. LED driver(s)/power supplies
  4. Photoelectric control devices and/or control systems compatibility

### PART 2 – LUMINAIRE PRODUCT

#### 2.1 LUMINAIRE REQUIREMENTS

- A. General Requirements
  1. Luminaires shall be as specified for each type in RFP no. 5977
  2. Luminaire shall be suitable for use in and listed for wet locations by an OSHA NRTL.
  3. Electrically test fully assembled luminaires before shipment from factory.
  4. Luminaire shall have an external label per ANSI C136.15
  5. Luminaire shall have an internal label per ANSI C136.22.
  6. Luminaires shall comply with IESNA LM-79 and LM-80, and TM-21.



7. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
8. Luminaires shall start and operate in -40°C to +50°C ambient.
9. IESNA Luminaire Classification (TM-15-11) or better: B2 – U1 – G2
10. Effective Projected Area (EPA) : 2.0 square feet (max)
11. Weight: 60 pounds (max)
12. Minimum Color Rendering Index (CRI): 65
13. Correlated Color Temperature (CCT): 4000K ± 275K
14. Luminaires shall be designed for ease of component replacement and end-of-life disassembly.
15. Luminaires shall be rated per ANSI C136.31 Vibration Level 2G.
16. Transmissive optical components shall be applied in accordance with LED manufacturer's OEM design guidelines to ensure suitability for the environment in which the luminaire is installed.

B. LED Light Source (Lamp)

1. The LED lamp shall be comprised of LED modules connected to a non-integrated driver and ready for connection to a production line luminaire.
2. Luminaires utilizing integrated LED light sources or screw-based retrofit products shall not be accepted.

C. Luminaire Housing and Aesthetics

1. Housing shall be constructed of cast aluminum.
2. Driver must be internal and thermally separated from LED compartment.
3. Access to all internal parts requiring replacement shall not require tools (i.e. "tool-less entry")
4. Ingress Protection Rating of Optical Assembly component: IP65 or higher. The wiring electrical compartment housing shall be UL listed for Wet Location. Color: Sherwin Williams PLS6 1008F blue TGIC (City of San Diego standard paint finish). Color finish shall be confirmed with the City of San Diego prior to manufacture.
5. LED optical assembly shall be fully located in upper part of housing.
6. Luminaire shall have a flat heat tempered glass or acrylic lens directly beneath LED optical assembly to minimize direct view of LEDs. The lens shall be sealed to the housing with a silicone gasket. The lumen output and wattage requirements of Section 1.6 above shall include this frosted lens.
7. Luminaire shall have a traditional downtown historic aesthetic, round with four support arms, decorative band, and finial.

8. Housing shall have an overall diameter of 16" to 24" and an overall height (including finial, capital and fitter) of 30" to 43".
9. Style of finial, capital, fitter and upper housing decorative options shall be decided by the City at time of final contract.

#### D. Driver

1. All LED drivers provided with luminaires shall be the dimmable type. Approved dimming signal protocols are 0-10VDC or DALI and "Rated Driver Life" at fixture ambient of 25 C to be 100,000 hrs.
2. Operating voltage: 120 to 277-volt at 50/60 Hz, and shall operate normally with input voltage fluctuations of  $\pm 10$  percent, consistent with NEMA SSI-1-2010, Electronic Drivers for LED Devices, Arrays or Systems. Voltage shall be confirmed with the City of San Diego prior to manufacture.
3. Minimum Power Factor (PF): 0.90 at full input power and across specified voltage range.
4. Maximum Total Harmonic Distortion: 20% at full input power and across specified voltage range.
5. Drive Current: Factory setting shall be 700mA or below. Acceptance of a higher drive current shall be 500mA or below. Acceptance of a higher drive current shall be contingent on the submitted TM-21 lumen maintenance report and approval by the City of San Diego.
6. Driver(s) shall be RoHS compliant.
7. Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperatures indicated in section 2.1.A above.

#### E. Mounting Hardware

1. Luminaires shall utilize a slipfitter-type mounting system for installation over a 3-inch outside diameter open top pipe tenon. Mounting system and tenon size shall be field confirmed prior to manufacture and installation.
2. Slipfitter shall be secured and leveled with hardware that shall prevent galvanic corrosion between the fasteners and aluminum casting.
3. Luminaire shall be furnished with twist-lock photo cell receptacle outdoor lighting with connections for Hot/Neutral/switched hot/ and 0-10v dimming control

#### F. Cooling System

1. Mechanical design of protruding external surfaces (e.g. heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
2. The cooling system must be passive utilizing heat sinks, convection or conduction.
3. Fans, diaphragms, pumps, or liquids shall not be acceptable.

- G. Electrical immunity (including surge protection)
  - 1. Luminaire shall meet the “Elevated” requirements in Appendix A – Electric Immunity. Manufacturer shall indicate whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.
- H. Electromagnetic interference
  - 1. Shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.
- I. Painted or finished luminaire components exposed to the environment
  - 1. Powder coat: Super TGIC polyester powder coat 2.0 mil nominal thickness.
  - 2. Finish shall exceed a rating of six (6) per ASTM D1654 after 1000hrs of testing per ASTM B117.
  - 3. The coating shall be per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- J. BUG Ratings
  - 1. IES TM-15-11 limits for Backlight, Uplight, and Glare shall be as specified for each luminaire type as indicated in Section 2.1A above.
  - 2. Calculation of BUG Ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.
  - 3. Luminaires with U-value greater than one shall not be accepted. U-values shall be calculated using complete luminaire that is proposed, including housing, support arms, frosted LED lens, capital, post top fitter and all external decorative components.
- K. The following shall be in accordance with corresponding sections of ANSI C136.37
  - 1. Wiring and grounding
    - a. All internal components shall be assembled and pre-wired using modular electrical connections.
  - 2. Terminal blocks required for incoming AC conductors.
  - 3. Photocontrol receptacle, if required.
  - 4. Latching and hinging

## 2.2 MANUFACTURER SERVICES

- A. A qualified representative of the Manufacturer shall be available during the first week of LED installation to ensure proper installation, and provide training on the installation, testing, maintenance and operation of the LED luminaire.

## PART 3 – CONTROL PRODUCT

### 3.1 USER ACCESS

- A. The System shall include a menu and map-based Graphical User Interface (GUI) through which all System operation functions can be performed.
- B. The GUI shall be configured or configurable to provide easy, front-page access to the following information:
  - 1. Control Point location

2. Control Point equipment type (e.g. Luminaire type, remote sensor type)
  3. Controller and Gateway status (Online, Online reporting error, Offline)
  4. Luminaire status (On, Off)
  5. Luminaire Dimmed State
- C. The System shall ensure secure operation of the Central Management System by preventing unauthorized access, misuse, and modification, and facilitating the prevention of denial of the service attacks.
- D. The System shall provide secure communication between the Central Management System and its associated Gateways and Controllers by one or more of the following means:
1. Physically protecting communication access points
  2. Logically enabling security features inherent to the underlying communications protocols.
- E. The System shall be accessible to individual users only by name and password.
- F. The System shall be capable of restricting user access to specific functions. At a minimum, these functions shall include the following:
1. Creating and managing users and groups
  2. Configuration
  3. Monitoring
  4. Control
  5. Basic report generation
  6. Custom report generation

### 3.2 COMMUNICATION PERFORMANCE

- A. The System shall be capable of detecting communication failures between Controllers and Gateways, and between Gateways and the Central Management System.
- B. The System shall deliver the specified communication performance with defined, reported, and confirmed command latencies under nominal operating conditions.
1. The System shall respond to any single command originating from within the System in less than 30 seconds.
- C. The System shall be capable of upgrading Controller and Gateway firmware over the communication network.

### 3.3 GATEWAYS

- A. Gateways shall be capable of normal operation over a temperature range of -40°F to +50C.
- B. Gateway enclosures shall be rated IP66.
- C. All Gateways shall operate from the following input voltage (nominal  $\pm 10\%$ ):
1. Universal input: 120-277
- D. The peak power requirement of the Gateway shall be no greater than 5 Watts.

### 3.4 Control Points

- A. Controllers shall be capable of normal operation over a temperature range of -40°C to 50°C
- B. Controllers (Nodes) shall be rated IP45 minimum
- C. Input Voltage Requirements
  - 1. Universal input 120-277V
- D. The peak power requirement of the Controller shall be no greater than 3 Watts.
- E. Controllers shall be capable of specifying the status (ON, OFF) of Luminaires.
- F. Controllers shall be capable of scheduled control, whereby Controllers modify Luminaire operation only according to a predefined schedule. Scheduled control may be either event based, whereby Controllers modify Luminaire operation when the next event in the schedule occurs, or time based, whereby Controllers modify Luminaire operation when a specific time in the schedule occurs.
- G. Controllers shall be capable of continuous control, whereby Controllers modify Luminaire operation only as a result of a dynamic stimulus, which may be generated manually (the result of an operator input) or automatically (the result of a sensor input, if present).
- H. Controllers shall be capable of logging hours in the ON State.
- I. Controllers shall be capable of measuring instantaneous power and logging energy consumption. Input Power, Current and Power Factor shall be measured, and energy consumption shall be logged at each Control Point for the Luminaire AND the Controller.
- J. Controllers shall measure power according to ANSI C12.1, Section 5.1.2, Accuracy Requirements.
- K. Controllers shall log energy consumption according to the following specifications: 2% +/- of actual at 25°C.
- L. Controllers shall be capable measuring or otherwise determining the following parameters:
  - 1. Ambient light (via photoelectric sensor)
  - 2. Controller temperature
- M. During normal operation, Controllers shall be capable of monitoring and REPORTING the following parameters:
  - 1. Controller status (Online, Offline, Warnings, Errors)
  - 2. Luminaire status (ON, OFF, Dimmed State, Warnings, Errors)
  - 3. Average Input voltage (RMS) in ON state
  - 4. Average Input current (mA) in ON state
  - 5. Average Input power (W) in ON state
  - 6. Average Input power factor in ON state
  - 7. Operational (ON state) time (minutes)
  - 8. Energy consumption (kWh)
  - 9. Controller temperature

- N. During offline operation the Controller shall be capable of monitoring and STORING the following TIME-STAMPED parameters from Control Points connected to The System:
  - 1. Controller status (Online, Offline, Warnings, Errors)
  - 2. Luminaire status (ON, OFF, Dimmed State, Warnings, Errors)
  - 3. Operational (ON state) time (minutes)
  - 4. Energy consumption (kWh)
  - 5. Average Input voltage in ON state (RMS)
  - 6. Average Input current in ON state (mA)
  - 7. Average Input power in ON state (W)
  - 8. Average Input power factor in ON State
- O. During offline operation Controllers shall be capable of maintaining Luminaire control by:
  - 1. Continuing to operate according to the most recently programmed scheduled control or a default scheduled control if one has not yet been programmed
  - 2. Continuing to operate according to the most recently programmed dynamic control or a default dynamic control if one has not yet been programmed, using input from an internal Photoelectric Sensor
- P. During offline operation Controllers shall be capable of STORING measurements of all Control Point parameters for ALL Control Points at a maximum STORING frequency of Once every 12 hours.
- Q. During offline operation Controllers shall be capable of STORING data at the specified STORING frequency for a minimum STORING period of 2 days.
- R. Controllers shall automatically REPORT all data STORED during offline operation (through the transfer of data to the Gateway) once communication is restored.

### 3.5 ADAPTIVE CONTROL

- A. The System shall be capable of adaptively controlling Luminaires by specifying the status (ON, OFF) of individual Luminaires and/or groups of Luminaires.
- B. The System shall be capable of adaptively controlling Luminaires by specifying the Dimmed State of individual Luminaires and/or groups of Luminaires.
- C. Specified changes to Luminaire Dimmed States shall occur at the following rate:
  - 1. 10% per minute.
- D. The System shall be capable of specifying the Luminaire dimmed state by input power (percent relative watts).
- E. The System shall be capable of controlling individual Luminaires or groups of Luminaires according to schedules that are predefined:
  - 1. On a weekday recurring basis
  - 2. On a weekend recurring basis
- F. The System shall be capable of modifying or overriding the scheduled control of individual Luminaires according to input from a Photoelectric sensor which may be integral to the Controller, or located remotely.

- G. The System shall be capable of automatically compensating (by increasing Luminaire input power) for the lumen depreciation of Luminaires to maintain constant Luminaire light output (lumens) over time.
- H. The System shall be capable of setting a maximum Luminaire input power (watts) that will not be exceeded when operating Luminaires to maintain constant light output (lumens).

### 3.6 REMOTE MONITORING

- A. The System shall be capable of monitoring System performance, in order to identify and report any exception to normal operation of the System or any of its Components.
- B. All Remote Monitoring data shall be stored on the Central Management Server.
- C. During normal operation, the System shall be capable of REPORTING all Control Point parameters for ALL Control Points at a maximum Reporting Frequency of once every 12 hours.
- D. During normal operation, the System shall be capable of REPORTING all Control Point parameters for a defined (1 or more) SUBSET of Control Points at a maximum Reporting Frequency of once every 15 minutes.
- E. The System shall be capable of comparing all REPORTED Control Point parameters with optional pre-defined maximum and minimum thresholds, and generating error messages in real-time (based on REPORTED data availability) for any condition that violates a specified threshold a specified number (1 or more) of times.
- F. The System shall be capable of creating Remote Monitoring reports:
  - 1. Based on the generation of an error message
  - 2. Based on a pre-defined schedule
- G. The System shall be capable of creating pre-defined Remote Monitoring reports containing:
  - 1. Instances of communication loss between a Controller and Gateway, sorted by service location
  - 2. Instances of communication loss between a Gateway and the Central Management Server, sorted by service location
  - 3. Control Points with error conditions, sorted by error type and/or service location
  - 4. Billing Data for individual Luminaires and/or Groups of Luminaires
- H. The System shall be capable generating Notifications, whereby specified Remote Monitoring reports (pre-defined or customized) are sent to assigned users and/or user groups via text message (SMS) and/or email.

### 3.7 INVENTORY MANAGEMENT

- A. The System shall be capable of storing the following asset information for all Control Points:
  - 1. Pole number
  - 2. Pole type
  - 3. Pole GPS location
  - 4. Pole grouping
  - 5. Luminaire make and model

6. Luminaire nominal input voltage
7. Luminaire power requirement (wattage)
8. Luminaire installation date
9. Utility billing account number
10. Number of operating hours per pole

B. All Inventory Management data shall be stored on the Central Management System.

### 3.8 SIZE AND SCALABILITY

- A. The System shall be capable of performing all functions and meeting all requirements described herein for total of 250,000 Control Points.
- B. The System shall be capable of being upgraded (e.g. through the incorporation of additional Gateways, or higher performing Gateways) to handle up to 750,000 additional Control Points.

## PART 4 - CONTROL COMPATIBILITY

### 4.1 CENTRAL MANAGEMENT SYSTEM

- A. The Owner shall host the System using an Owner specified Central Management System.

### 4.2 BACKHAUL COMMUNICATION NETWORK

- A. The System is required to be compatible with owner supplied Ethernet for the Backhaul Communication Network.

## PART 5 - RATED LIFE, RELIABILITY, and WARRANTY

### 5.1 CENTRAL MANAGEMENT SYSTEM

- A. The rated life of all Components shall be 15 years or more at an ambient temperature of 25 degrees Celsius.

### 5.2 WARRANTY

#### A. Warranty Period

1. Warranty periods shall begin on the date of successful control start-up. The Manufacturer shall provide the Owner with appropriate signed warranty certificates together with shipment.

#### B. Hardware

1. All Components shall be covered by a single source written replacement warranty covering material and workmanship for a period of FIVE years

#### C. Software/Firmware

1. All software and firmware shall be covered by a written replacement warranty covering material and workmanship for a period of ONE year.

- D. Luminaire warranty shall cover material and workmanship for a period of ten years.

END OF SECTION



**Attachment A-1** – Attachment A-1 is a comprehensive street light list of 3,286 post top street lights with GPS locations, type of fixture, wattage, City SAP, SDG&E reference #, and their respective attributes. Tab reflects a subset spreadsheet of about 20 records; each of both Gateway and Standard poles. The Decorative Post Top Inventory List of Lights is available for review by visiting: eBidboard

**Attachment A-2 – Minimum Requirements of Design-Build Team and Manufacturer**

Qualification #1 - 5 Years Experience The Manufacturer of the proposed LED luminaires is required to have a minimum of five (5) years in business manufacturing UL Listed outdoor decorative post top lighting. The Manufacturer shall provide and attach documentation to this sheet verifying this experience manufacturing UL Listed outdoor lighting.

Manufacturer certifies to have been in business manufacturing outdoor decorative post top street lights from January 1, 2008 or earlier.

Yes \_\_\_\_\_ No \_\_\_\_\_

Other Street Light Technologies/Types:

|                      |               |          |                           |
|----------------------|---------------|----------|---------------------------|
| Low Pressure Sodium  | Yes _____     | No _____ | Years Manufacturing _____ |
| High Pressure Sodium | Yes _____     | No _____ | Years Manufacturing _____ |
| LED                  | Yes _____     | No _____ | Years Manufacturing _____ |
| Induction            | Yes _____     | No _____ | Years Manufacturing _____ |
| Other Technologies   | Specify _____ |          |                           |
| Decorative/Acorn     | Yes _____     | No _____ | Years Manufacturing _____ |
| Retrofit Kits        | Yes _____     | No _____ | Years Manufacturing _____ |

Please attach product specification sheets for Other Street Light Technologies/Types

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #2 - Sale and Delivery of at Least 3,000 LED Fixtures The Manufacturer shall provide proofs of sale and delivery of at least 3,000 LED outdoor lighting fixtures similar to the items in this RFP to public agencies or utilities within the United States of America in the past three (3) years. This submittal shall include the specific type, to whom the items were delivered, and the total number installed to date. The Manufacturer shall provide and attach documentation to the RFP verifying this level of experience.

Date \_\_\_\_\_

Contract \_\_\_\_\_

Induction Completed \_\_\_\_\_

Name and Address of the Customer  
\_\_\_\_\_

Contact Person Name and Telephone Number  
\_\_\_\_\_

Number of Street Lights installed  
\_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #3 - Proof of Manufacturer's Authorized Distributor

The Manufacturer is required to be a manufacturer, or supplier's authorized distributor for LED street light luminaires and manufacturer-approved LED. The Manufacturer shall attach, immediately behind this page, documentation to the RFP verifying their status as a manufacturer or a manufacturer's authorized distributor.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Identify a single point of contact for the manufacturers authorized distributor

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #4 - ARRA Audit and "Buy American" Compliance A portion of the funding for this project has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Manufacturers, including both prime and subcontractors are subject to audit by appropriate Federal or State of California (State) entities. Manufacturer/supplier shall warrant by endorsement that they can and shall comply with the reporting and operational requirements of the ARRA audit process. Manufacturers/supplier shall also certify that all products to be provided in fulfilling this contract meet the "Buy American" requirements as set forth in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI). Submit Substantial Transformation form (as identified in Attachment C, Front End Volume 1, Section 5, Article 27 Buy American Certification).

Manufacture certifies that they shall comply with the reporting and operational requirements of the ARRA audit process.

Yes \_\_\_\_\_ No \_\_\_\_\_

Design-Builder certifies that all products to be provided in fulfilling this contract meet the "Buy American" requirements set forth in the ARRA.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #5 - Certification to Current IES Definition of Uplight (U) ratings shall not exceed 1 and Glare (G) ratings shall not exceed 2. Backlight (B) rating shall not exceed 2 and all products are specified with either a Type III, IV or Type V distribution.

Yes \_\_\_\_\_ No \_\_\_\_\_

Manufacturer shall provide a certification from an IES-certified testing facility or a lab that holds a National Voluntary Laboratory Accreditation Program (NVLAP) accreditation. Files shall be certified for each fixture type from an independent laboratory, IES- certified testing facility.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #6- Adaptive Controls Components Provision. Design-builder, along with the proposed manufacturer, shall certify that its proposed adaptive controls system shall include a revenue/utility grade meter per streetlight. A revenue-grade meter is defined as providing +/- 2% accuracy measuring kWh output and kW.

Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Manufacturer

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #7 - Bonds and Securities Design-Builder certifies that they have the financial capability to furnish the required bonds and securities (Material, Payment, and Securities) which the successful manufacturer shall be required to furnish during the Design-Builder evaluation process.

Design-Builder certifies that they have the financial resources to furnish the necessary bonds and securities.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Minimum Street Light Design-Builder/Manufacturer Qualifications



Qualification #8 - Absence of Intellectual Property Disputes and Manufacturer's Certification of Warranty

Design-Builder shall provide a notarized document indicating that the products supplied by the company, whom any future agreement or contract may be contemplated, is not named in any intellectual property dispute.

The Manufacturer shall attach immediately behind this page the **notarized** document described above.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Qualification #9 - Fixture Photocell Receptacle and Identification Labels

Photocell Receptacle: Each luminaire shall have at a minimum a prewired 3-prong (twist-lock) ANSI C136.10 photocell receptacle and photocell. An optional pre-wired 5-prong (twist-lock) ANSI C136.41 5 pin Nema 5 conductor socket may be provided and shall be considered an equal substitute. Manufacturer shall also certify with this qualification that either the 3-prong or 5-prong twist receptacle are fully compatible with any proposed Adaptive Controls solution.

**NOTE: Manufacturer compliance included?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

### **Attachment A-3**

The first phase of the project may include approximately 2,000 or more luminaires. It will be funded with QECB funds. This first phase needs to be completed according to the following milestones. Installation and final invoice submitted to the City two weeks prior to the official QECB funding milestone date of March 15, 2014.

The design-build contractor shall develop its schedule and demonstrate how it will meet the above schedule, with particular attention paid to meeting the funding deadline of March 15, 2014 for the QECB funds.

**ATTACHMENT B**  
**PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA**

## PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

### ENVIRONMENTAL SERVICES DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. Identification of the Design-Builder (PASS/FAIL)

Failure to provide the Identification of the Design-Builder will result in the Proposal being considered non-responsive and ineligible for further consideration.

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- c. If company is wholly owned subsidiary of a “parent company,” identify the “parent company.”
- d. Addresses of offices located in San Diego County.
- e. Number of years that company has maintained office in San Diego County.
- f. Number of employees in San Diego County.
- g. City of San Diego Business License Number, State Contractor’s License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).
- h. Name, title, address and telephone number of person to contact concerning the Proposal.

2. Addenda to this RFP (PASS/FAIL)

**2.1.** Design-Builder shall confirm in its Technical Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered non-responsive and ineligible for further consideration.

**2.2.** Design-Builders are not required to include copies of the actual addenda in its Proposal.

3. Exceptions to this RFP (PASS/FAIL)

If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive or reject exception(s) as it deems in the best interests of the City.

4. Executive Summary (5 Points Max)

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered **non-responsive** and ineligible for further consideration.

5. Project Team (10 Points Max)

Describe the proposed management plan for this project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:

- a. Installation Subcontractors
- b. Electrical - Lighting Designer
- c. GIS and GPS Software Technicians

Identify the business ownership including the type of business venture (corporation, partnership, joint venture, etc.).

Describe the organizational structure, providing a graphic representation of the organizational hierarchy that includes each entity (designer, consultant, contractor, subcontractor, vendor, and supplier) and the number of years each firm has been in business under its present name and/or organizational structure.

Identify whether any of the design build team members have been involved in any bankruptcy or reorganization in the last ten (10) years. If yes, please explain. Identify the number of years each entity assembled under the design build umbrella operated under its current name and/or management.

6. Technical Approach and Design Concept (50 Points Max)

The below matrix identifies the technical requirements for the streetlight luminaires. These criteria will be evaluated in accordance with the percentage or "Weight" identified. The score for this technical section will be prorated as 50 Points in the overall selection criteria. Design-builders should describe how they comply with each attribute identified. Appropriate submittals should be included for each item. Each item indicated shall have the corresponding Attribute number as identified in the below matrix on the upper right corner of each submittal. These criteria will be used by the City to aid in making an informed evaluation of the Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements shall be included in this Technical Proposal:

**Attribute**

- 1. Multiple Operating Voltages: It is desirable to have multi-voltage or multi-volt ballasts/generators so that one type of fixture is operable between 110 and 277 Volts AC. 10%
- 2. Unspecified value, identify items or services offered in addition to those in the attached specifications or scope of work offered as part of the proposal. Such as, but not limited to, residential shielding options; and provisions for bird spikes. If none, please state "none". 15%
- 3. Ingress Protection (IP) Rating: Street light fixtures with IP rating greater than IP-65 for the optical assembly. 10%

4. Lumen depreciation: Manufacturers shall state both L-70 and L-85 rating, including testing method used. L-70 rating shall be at a minimum of 50,000 hours. 15%.
5. Surge Suppression: identify how well the fixture manages to withstand high repetition transients as a result of utility transients. Provide documentation indicating how transients are suppressed with on-board circuitry for Surge Suppression utilizing Surge Suppression Devices (SSD). 10%
6. Dimming: Describe the dimming capability utilizing standard 0-10v dimming driver technology. Provide a matrix indicating Lumen output versus input wattage. Provide manufacturer's specification in the appendix of the design-builder's proposal showing the proposed equipment, configuration and software interface for the proposed adaptive controls system. 10%
7. Fixture assembly design, and construction workmanship including but not limited to: weight, optical assembly, openings, seals and gaskets compartments, component accessibility and ease of component access, workmanship of fixture housing, component alignment, use of internal space, paint, non-corrosive parts including, screws, and mounting hardware. Components with "plug and receptacle" type connections hinged doors lanyards. Fixture construction to prevent the components from accidentally opening while providing ease of accessibility within the fixture, Power supply connection to the power door with quick disconnect device. 10%
8. Extended Manufacturer's Warranty: Will the manufacturer provide an extended warranty in excess of 120 months from the date of installation. 10%
9. IES Files photometric file review and lumen depreciation, fixture Lighting Efficiency Rating (LER). Provide submittals from an IES-certified testing facility or a lab that holds a National Voluntary Laboratory Accreditation Program (NVLAP) accreditation with independent laboratory photometric test results for a 21 foot mounting height for the Gateway pole and 12 foot height for the Standard pole height showing iso-foot candle and point-to-point foot candle measurements for each fixture submitted. Fixtures submittals shall provide IES illumination metrics and including but not be limited to uniformity ratio, luminance, and small target visibility calculations in accordance with IES RP-8, 2005 version. (Note: Each agency may identify any additional photometric criteria.). **10%**

### **Identify Fixtures**

Submit fixture catalogue sheets from the manufacture for each fixture submitted for Gateway and Standard poles. The panel will score each fixture in accordance with the specifications identified in Attachment A-2.

### **LED Fixture Wattage**

#### **Catalogue Number**

LED Standard Pole Post Top – Replace 150W HPS Post Top Luminaire Insert Cat. #

LED Gateway Pole Post Top – Replace 250W HPS Post Top Luminaire Insert Cat. #

**Note: Design-Builder is required to submit a sample fixture or fixtures, nodes, and screen shots of the proposed system including the "gateway" equipment at time of RFP submittal. The sample fixtures may be submitted up to 48 hours prior to the RFP submission time and date required.**

7. **Design-Builder Capability (25 Points Max)**

The below matrix identifies the capability requirements for the Design-Builder. These criteria will be evaluated in accordance with the percentages identified. The score for this technical section will be prorated as 25 Points in the overall selection criteria. Design-Builders shall describe how they comply with each attribute identified. Each item shall contain the corresponding number identified in the below matrix.

**Design-Builder Capability Matrix**

**# Attribute Weight**

1. Local Representation – Percentage of work force from San Diego County. Ability to assemble local team of local subcontractors, vendors, and manufacturers. 10%
2. What experience does the design-builder bring to the table to reach milestones, accelerate construction as needed to and maintain project milestone goals as identified in Attachment A-3. What is the track record on completing projects on time and within budget. 10%
3. Experience with the selection and/or evaluation of adaptive controls technology for streetlights. 10%
4. Experience establishing and enforcing warranties including responsiveness to repair nonfunctional street lights. 5%
5. History of reliable street light fixture and component selection. Experience developing and/or designing “best practices” for street light systems with luminaire performance utilizing technical attributes such as measuring heat dissipation while preventing objectionable material such as particulate intrusion that cause lumen depreciation. Identify the number of street lighting patents for new technology that sustain the expected life or increase the efficiency of street lighting systems. Previous awards for design or construction. 15%
6. Experience selecting outdoor lighting fixtures. Expertise with IES criteria including but not limited to BUG ratings, small target visibility, luminance, illuminance for comprehensive evaluation of fixture criteria, and software used for evaluating photometrics, including S/P ratios. 10%
7. Experience designing traffic control plans and obtaining traffic control permits. 5%
8. Organizational skills to mobilize workforces in an effective fashion to accomplish milestones. Ability to utilize several contractors and secure stream of material for a most effective contracting installation work force. 10%
9. Experience with GIS (Geographical Information System) and GPS (Global Positioning System) and Microsoft Excel spreadsheets as they relate to modifying the street light lists identified on the FTP site. Ability to sort, match and modify the street light locations lists. Modify the City list by adding the unique SDG&E street light number to assemble and update the City street light list with location description, GPS coordinate, date of conversion, existing wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number. 15%



10. Experience assisting with public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues and experience with agency or government large projects where the project activities are subject to public and media scrutiny. 5%
11. Experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE. 5%

8. **Submittal Organization and Clarity (5 Points Max)**

Identify a single point of contact if questions arise regarding the contents of design-builder's proposal.

9. **Reference Checks (5 Points Max)**

**Total Points: 100**

Proposals that do not contain the aforementioned components may be rejected as **non-responsive**.

**ATTACHMENT C**  
**CONTRACT FRONT END VOLUME 1**

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L.Cosio-Azar/NB/egz

## CONTRACT DOCUMENTS



## FOR

## POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ K-13-5977-DB1-3-C  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-13139  
CLIENT DEPARTMENT: \_\_\_\_\_ 2115  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
PROJECT TYPE: \_\_\_\_\_ IH

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE OR FEDERAL
- THIS IS A CALIFORNIA ENERGY COMMISSION FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.

1.1. The RFP including Design-Build Bridging Documents.

2. **EQUAL OPPORTUNITY:**

2.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.

3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in

Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to

identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.

15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.

16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**4. SUBCONTRACTING PARTICIPATION PERCENTAGES.**

**4.1.** 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.

**4.2.** This Federally assisted project includes subcontracting participation percentages for DBE participation. See Notice Inviting Bids. 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.

**4.3.** 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.

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

**4.5. Department of Energy (DOE):**

- |    |   |    |
|----|---|----|
| 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% |

**4.6.** Bid will be declared **non-responsive** if the Bidder fails any of the following conditions:

1. Submission of GFE documentation, as specified in the Special Provisions.
2. Attending the Pre-Submittal Meeting.
3. Bidder's submission of GFE documentation demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within 4 Working Days of the Bid opening.

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

**5.1.** Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

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

**6. CONTRACT TIME:** The Contract Time for completion of the Work shall be **150 Working Days**.

**7. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.

**8. WAGE RATES:** Prevailing wages are applicable to this contract. See Funding Agency Provisions for more information.

**9. INSURANCE REQUIREMENTS:**

**9.1. 7-3.2.6 Railroad Protective Liability Insurance**

**9.2. 7-3.2.6.1 Flagman**

**9.3. Contractor is responsible for all the payment for labor, material and equipment related to necessary construction traffic control, including MTS traffic control.**

**9.4.** 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.

Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**10. PREQUALIFICATION OF CONTRACTORS:**

**10.1.** Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed non-responsive and ineligible for award. Complete information and prequalification questionnaires are available at:

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



- 10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, Suite 1400, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandieg.gov](mailto:dstucky@sandieg.gov).
- 11. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. 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 on the form provided for this purpose in the Bid.
- 12. 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.
- 13. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum and Unit Price contract as set forth in the Bid Proposal Form(s), Volume 2.
- 14. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 15. AWARD PROCESS:**
- 15.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 15.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 15.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 16. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- 17. 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 Contracting Group.

**18. QUESTIONS:**

- 18.1.** The Director (or designee), of the 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. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 18.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 18.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 18.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 19. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. 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 with the Notice Inviting Bids and Contract forms.
- 21. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 21.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 21.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

- 21.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 21.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 22.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 22.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 22.3. A Bid received without the specified bid security will be rejected as being non-responsive.

**23. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 23.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 23.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- 23.3. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 23.4. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 23.5. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 23.6.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 23.7.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 23.8.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 23.9.** The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

**24. BID RESULTS:**

- 24.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 24.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**25. THE CONTRACT:**

- 25.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 25.2.** 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.

- 25.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 25.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 25.5.** 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. 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.
- 26. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 27. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 27.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 27.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 27.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 27.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 27.5.** 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.

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

27.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

**28. PRE-AWARD ACTIVITIES:**

28.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

28.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**29. REQUIRED DOCUMENT SCHEDULE:**

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

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

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

| ITEM | WHEN                         | BY           | WHAT  | FORMS ARE DUE WITH: |                |
|------|------------------------------|--------------|---|---------------------|----------------|
|      |                              |              |   | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 1.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Price Proposal Form   |                     | √              |
| 2.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 |                     | √              |
| 3.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Contractors Certification of Pending Actions  |                     | √              |
| 4.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Equal Benefits Ordinance Certification of Compliance  |                     | √              |
| 5.   | PROPOSAL SUBMITTAL DATE/TIME | ALL PROPOSER | Lobby Prohibition, Certification and Disclosure   |                     | √              |

| ITEM | WHEN   | BY           | WHAT   | FORMS ARE DUE WITH: |                |
|------|--|--------------|--|---------------------|----------------|
|      |  |              |  | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 6.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities |                     | √              |
| 7.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Disclosure of Lobbying Activities  |                     | √              |
| 8.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA05 – Design-Build List of Subcontractors                          |                     | √              |
| 9.   | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA15 - Design-Build List of Subcontractors                          | √                   |                |
| 10.  | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA25 - Design-Build Named Equipment/Material Supplier List          |                     | √              |
| 11.  | PROPOSAL SUBMITTAL DATE/TIME   | ALL PROPOSER | Form AA30 - Design-Build Named Equipment/Material Supplier List          | √                   |                |
| 12.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Federal Good Faith Documentations  |                     |                |
| 13.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.        |                     |                |
| 14.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Form AA61 – List of Work Made Available                                  |                     |                |
| 15.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Form AA62 – Summary of Bids Received                                     |                     |                |
| 16.  | WITHIN 4 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL PROPOSER | Form AA63 –Good Faith Effort List of Subcontractors Solicited            |                     |                |

| ITEM | WHEN   | BY                    | WHAT  | FORMS ARE DUE WITH: |                |
|------|--|-----------------------|---|---------------------|----------------|
|      |  |                       |   | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 17.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Phased Funding Schedule Agreement   |                     |                |
| 18.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Pre-Award Schedule  |                     |                |
| 19.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided. |                     |                |
| 20.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>                                       |                     |                |
| 21.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contract Forms - Agreement  |                     |                |
| 22.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contract Forms – Performance Bonds and Labor and Materialmen's Bond   |                     |                |
| 23.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Certificates of Insurance and Endorsements  |                     |                |
| 24.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractor Certification - Drug-Free Workplace  |                     |                |
| 25.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractor Certification - American with Disabilities Act   |                     |                |



| ITEM | WHEN   | BY                    | WHAT   | FORMS ARE DUE WITH: |                |
|------|--|-----------------------|--|---------------------|----------------|
|      |  |                       |  | TECHNICAL PROPOSAL  | PRICE PROPOSAL |
| 26.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS   | APPARENT LOW PROPOSER | Contractors Standards - Pledge of Compliance |                     |                |
| 27.  | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Form BB05 – Work Force Report                |                     |                |

**CONTRACT FORMS**  
**AGREEMENT**

# CONTRACT FORMS AGREEMENT

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## DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between The City of San Diego [City], a municipal corporation, and **[INSERT NAME OF DESIGN-BUILDER FIRM]** [Design-Builder], for the purpose of designing and constructing the **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract** in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_). The City and Design-Builder are referred to herein as the "Parties".

### RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-13-5977-DB1-3-C** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

### AGREEMENT

- A. Recitals and Exhibits. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

- C. Attachments. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of San Diego License No.: \_\_\_\_\_

State Contractor's License No.: \_\_\_\_\_

**CONTRACT/AGREEMENT  
ATTACHMENTS**

**CONTRACT ATTACHMENT**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

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

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**, Bid Number **K-13-5977-DB1-3-C**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

**CONTRACT ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated \_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

Approved:

\_\_\_\_\_  
Local Address of Surety

By \_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Local Address (City, State) of Surety

\_\_\_\_\_  
Local Telephone No. of Surety

Premium \$ \_\_\_\_\_

Bond No. \_\_\_\_\_

# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

**PROJECT TITLE:** Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

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 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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(Name under which business is conducted)

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

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



# CONTRACTOR CERTIFICATION

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## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE: Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

---

(Name under which business is conducted)

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

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# CONTRACTOR CERTIFICATION

---

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE:** Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of \_\_\_\_\_, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**AFFIDAVIT OF DISPOSAL**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Post Top Pedestrian Street Light Conversion Project Design-Build Contract**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-5977-DB1-3-C**; SAP No. (WBS/IO/CC) **B-13139** proctoring means; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

COMPANY LETTERHEAD  
**CERTIFICATE OF COMPLIANCE**

---

**Materials and Workmanship Compliance**

For Contract: \_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

**Material Description:**

|                                     |
|-------------------------------------|
| Manufacturer: _____                 |
| Model: _____                        |
| Serial Number (if applicable) _____ |
| Quantity to be supplied: _____      |
| Remarks: _____                      |

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Diego**  
**Engineering and Capital Projects, Field 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.

| <b>CONTRACT ITEM NO.<br/>(Bid Item)</b> | <b>KIND OF MATERIAL<br/>(Category)</b> | <b>NAME AND ADDRESS WHERE<br/>MATERIAL CAN BE INSPECTED<br/>(At Source)</b> |
|---|--|---|
|   |  |   |
|   |  |   |
|   |  |   |
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|   |  |   |

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: \_\_\_\_\_

**PHASED FUNDING SCHEDULE AGREEMENT**

**Check one:**

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

**NOTE: THIS IS A SAMPLE PHASE FUNDING SCHEDULE AGREEMENT FORM.**

Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

**BID NUMBER:** \_\_\_\_\_

**CONTRACT TITLE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

| <b>Funding Phase</b> | <b>Phase Description</b>   | <b>Phase Start</b> | <b>Phase Finish</b> | <b>Not-to-Exceed Amount</b> |
|----------------------|--|--------------------|---------------------|-----------------------------|
| 1                    | The first phase of the funding has been secured from proceeds of a federal government Qualified Energy Conservation Bond (QECCB) that may cover the design and installation of approximately 2,000 Post Top lights.  | 08/1/2013          | 3/15/2014           | \$3.5 million dollars       |
| 2                    | The second phase of the remaining approximately 1,000 Post Top lights; retrofit approximately 600 existing induction cobra head fixtures with adaptive nodes, and this portion of the project will be funded with a California Energy Commission (CEC) loan. | 08/1/2013          | <b>06/30/2014</b>   |                             |
|                      | <b><u>to this form as necessary.</u></b>   |                    |                     |                             |
|                      |  |                    |                     |                             |
|                      |  |                    |                     |                             |
| <b>Total</b>         |  |                    |                     |                             |

Notes:

- (1) City Supplements 9-3.6, "PHASE FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lorie Cosio-Azar  
Project Manager

Name: \_\_\_\_\_

Department Name: Environmental Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**-END OF PHASE FUNDING SCHEDULE AGREEMENT-**

**FEDERAL REQUIREMENTS**  
Davis-Bacon Act And Buy American  
And Funding Agency Provisions

**Davis-Bacon Act (DBA) Question and Answer Form  
for Programs Funded by the American Recovery and Reinvestment  
Act of 2009 (ARRA)**

***Basic Provisions***

**• What does the Davis-Bacon Act (DBA) require?**

The Davis-Bacon Act requires payment of locally prevailing wages (including fringe benefits) to laborers and mechanics on federal government contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works who are employed directly on the site of the work.<sup>1</sup> Moreover, contractors and subcontractors on covered projects must pay all laborers and mechanics weekly and submit weekly certified payroll records to the contracting or administering agency.<sup>2</sup> In addition, contractors and subcontractors are required to post the applicable Davis-Bacon wage determinations with the Davis-Bacon poster on the job site in a prominent and accessible place where they can be easily seen by workers and maintain payroll and basic records for all laborers and mechanics working at the site for a period of three years.<sup>3</sup>

Congress has added Davis-Bacon prevailing wage provisions to approximately 60 laws—known as Davis-Bacon related Acts (DBRA)—under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.<sup>4</sup> 1 40 U.S.C. §§ 3142(a) and (c). 2 All Agency Memorandum No. 207 - Applicability of Davis-Bacon to Federal and federally-assisted construction work funded by the American Recovery and Reinvestment Act of 2009, May 29, 2009, at page 6 (*citing* 40 U.S.C. 3145; 29 CFR Part 3, 29 CFR 5.5) *available at* <http://www.dol.gov/esa/whd/recovery/AAM207.pdf> (referred to below as “AAM Memo No. 207”).

3 29 C.F.R. §§ 5.5(a)(1) and (3); *see also* Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA),

U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, April 2009, page 1, *available at* <http://www.dol.gov/esa/whd/regs/compliance/whdfs66.pdf> (referred to below as “Fact Sheet #66”). 4 The Davis-Bacon and Related Acts (DBRA), United States Department of Labor, *available at*

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

**• Are activities funded under the American Recovery and Reinvestment Act of 2009 (ARRA) subject to the Davis-Bacon prevailing wage requirement?**

Section 1606 of ARRA states that the Davis-Bacon prevailing wage requirement broadly applies to construction projects funded with ARRA appropriations.<sup>5</sup> More specifically, Section 1606 provides that all “laborers and mechanics employed ... on projects funded directly by or assisted in whole or in part” with ARRA funds are subject to the requirements of the DBA. Thus, the answer will depend upon whether work is being performed by “laborers and mechanics” at the work site.

**• What constitutes a Davis-Bacon prevailing wage?**

Under the DBA, a “prevailing wage” is made up of two interchangeable components – a basic hourly rate<sup>6</sup> and fringe benefits that have been found prevailing in an area by the Secretary of Labor and published in a Davis-Bacon wage determination.<sup>7</sup> However, the cost of fringe benefits that the contractor or subcontractor is required to pay by other federal, state, or local laws is not included in the prevailing wage.<sup>8</sup>



• **What types of work does the DBA cover?**

The DBA applies to all types of work done on a “public building” or “public work” by laborers and mechanics employed by a construction contractor or construction subcontractor. Under the DBA, work done on a public building or public work is defined to include “construction, prosecution, completion, or repair” which is funded by a “Federal agency to serve the interest of the general public” regardless of whether the title to such property is held by a Federal agency.<sup>9</sup>

5 Sec. 1606, Division A, Pub. L. No. 111-5, 123 Stat. 303. 6 For information on how DOL’s Wage and Hour Division (WHD) determines prevailing wage rates consult the Prevailing Wage Resource Book, U.S. Department of Labor, July 2009, Section 13, Davis-Bacon

Wage Determinations, available at <http://www.dol.gov/esa/whd/recovery/pwr/toc.htm> (referred to below as “PW Resource Book”) and the Employment Coordinator, Volume 4, §§ 40:60-40:68 (West 2004). See also California Residential Weatherization Wage Determination, U.S. Department of Energy, Energy Efficiency and Renewable Energy, Weatherization Assistance Program, available at [http://apps1.eere.energy.gov/weatherization/pdfs/sf-308\\_ca.pdf](http://apps1.eere.energy.gov/weatherization/pdfs/sf-308_ca.pdf) (recent example of wage determination issued by the WHD in compliance with Davis-Bacon prevailing wage requirements under ARRA for the weatherization of residential structures located in California). 7 29 C.F.R. §§ 5.2(p), 5.30(a). For information on when fringe benefits are creditable towards an employer’s prevailing wage obligations refer to PW Resource Book, *supra* note 6, at Section 16, DBA/DBRA Compliance Principles, Fringe Benefits. 8 40 U.S.C. § 3141(2)(B). 9 29 C.F.R. § 5.2(k).

Further, the DBA requires that such work be done at the “site of the work,” which is defined as “the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.”<sup>10</sup>

Work covered under the DBA includes, without limitation:

Altering, remodeling, and installation (where appropriate) on the site of the work of items fabricated off-site.  Painting and decorating.  The manufacturing or furnishing of materials, articles, supplies or equipment on the site of the public building or public work.

Transportation between the site of the work and a facility which is dedicated to the construction of a public building or public work and deemed a part of the site of the work.<sup>11</sup>

• **What does the \$2,000 threshold for Davis-Bacon coverage pertain to?**

The \$2,000 threshold for Davis-Bacon coverage pertains to the amount of the prime construction contract, not to the amount of the individual subcontracts. If the prime construction contract exceeds \$2,000, all construction work on the project is covered and a standard Davis-Bacon contract clause requires that the Davis-Bacon labor standards be applied to all subcontractors.<sup>12</sup>

Further, the \$2,000 threshold applies to the total cost of a contract; it is not based on contract labor costs alone.<sup>13</sup>

***Specific Job Categories***

• **Are executive, administrative or professional employees subject to DBA prevailing wage requirements?**

Bona fide executive, administrative, and professional employees, as these terms are defined in 29 C.F.R. Part 541, are not covered by the DBA.<sup>14</sup> Thus, for example, individuals involved in program start-up such as legal counsel and 10 29 C.F.R. § 5.2(1)(1). For a detailed description of the Site of the Work requirement refer to the PW Resource Book, *supra* note 6, at Section 16, DBA/DBRA Compliance Principles, Site of the Work. 11 29 C.F.R. § 5.2(j). 12 AAM No. 207, *supra* note, 2, at page 4, note 12.<sup>13</sup>

Davis-Bacon Compliance: Questions and Answers for the DOE Weatherization Assistance Program (WAP), question 7, available at [http://apps1.eere.energy.gov/weatherization/davis\\_bacon\\_faqs.cfm?print](http://apps1.eere.energy.gov/weatherization/davis_bacon_faqs.cfm?print) (referred to below as “WAP Q&A”).<sup>14</sup>

PW Resource Book, *supra* note 6, Section 16, DBA/DBRA Compliance Principles, Coverage of Laborers and Mechanics, financial advisors, or employees doing market surveys and marketing, or those tracking and reporting energy savings would not be covered by the DBA.<sup>15</sup>

Similarly, supervisory employees are not regulated under the DBA because their duties are primarily administrative or executive in nature. However, where such employees devote more than 20 percent of their time during a workweek to laborer or mechanic duties, and do not meet the exemption criteria of 29 C.F.R. Part 541, such employees must be paid at least the appropriate wage rate specified in the applicable wage determination.<sup>16</sup>

• **Are home energy raters, energy auditors and inspectors covered by the DBA?**

Activities such as home energy ratings, energy audits, building commissioning inspections and other inspection work are not usually viewed as construction work performed by laborers and mechanics within the meaning of the DBA.<sup>17</sup>

Thus, for example, persons conducting home energy ratings, energy audits, and building commissioning inspections, which do not include construction completed by laborers or mechanics, would not be subject to the Davis-Bacon prevailing wage requirement.<sup>18</sup>

• **Are truck drivers covered by the DBA?**

Drivers of a contractor or subcontractor are covered by Davis-Bacon for time spent while working on the site of the work and loading or unloading materials and supplies on the site of the work provided such time is not de *minimis*.<sup>19</sup>

Further, truck drivers are covered by the DBA while transporting materials or supplies between a facility that is deemed part of the site of the work and the 15 Email from Department of Energy to California Energy Commission (CEC), August 27, 2009 (referred to below as “DOE to CEC email, August 27, 2009”).<sup>16</sup> Davis-Bacon Wage Determination Reference Material, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Section C, Questions and Answers on the use of Davis-Bacon Wage Determinations, available at <http://www.gpo.gov/davisbacon/referencemat.html>.<sup>17</sup> Advisory Letter to Mathews Rogers, Sr. Advisor, Office of Secretary, U.S. Department of Energy from Timothy J. Helm, Chief, Branch of Government Contracts Enforcement, Office of Enforcement Policy, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, June 1, 2009, page 2, available at <http://www.dol.gov/esa/whd/recovery/AdvisoryLetterDOE.pdf> (referred to below as “Rogers letter”) (stating DOL’s position that “certain activities such as energy audits and inspection work are not usually viewed as construction work performed by laborers and mechanics within the meaning of the DBA and, thus, technicians conducting energy audits would not be subject to the Davis-Bacon requirements.”). DOE to CEC email, August 27, 2009, *supra* note 15 (stating DOE’s position that individuals performing home energy ratings, energy audits and investigations of buildings for projects are not laborers and mechanics, and thus, would not be covered by the DBA).<sup>18</sup> Rogers letter, *supra* note 17, at page 2. DOE to CEC email, August 27, 2009, *supra* note 15. <sup>19</sup> All information in this section is taken from the PW Resource Book, *supra* note 6, at Section 16, DBA/DBRA Compliance Principles, Truck Drivers. See also 29 C.F.R. 5.2 ((j)(iv)(A) and (B). actual construction site. Truck drivers are also covered while transporting a portion of the building or work between a site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and the physical place or places where the building or work will remain. By contrast, drivers of a contractor or subcontractor are not covered while traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work. Similarly,

material delivery truck drivers are not covered while off the site of the work. Finally, as noted above, truck drivers are not covered whose time on the site of the work is *de minimis*.

• **Are helpers covered by the DBA?**

A distinct classification of “helper” will be issued in wage determinations applicable to work performed on DBA-covered construction projects only where the following conditions are satisfied: The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination; The use of such helpers is an established prevailing practice in the area; The helper is not employed as a trainee in an informal training program; and, The work to be performed by the helper is not performed by a classification in the wage determination.<sup>22</sup> 20 Additional requirements that must be satisfied in order for persons employed in these classifications to be paid at less than the DBA prevailing wage are found in 29 C.F.R. §5.5(a)(4). *See also* PW Resource Book, *supra* note 6, Section 16, DBA/DBRA Compliance Principles, Apprentices and Trainees and Employment Coordinator, Volume 3, § 19:9 (West 2006). 21 WAP Q&A, *supra* note 13, at question 50. 22 29 C.F.R. § 5.2(n)(4). For additional information on the helper classification refer to Employment Coordinator, Volume 4, § 19:11 (West 2004).

• **Are volunteers covered by the DBA?**

“As a general matter, DOL’s longstanding interpretation of the Davis-Bacon and related Acts is that there are no exceptions from labor standards coverage for volunteer labor unless an exception is specifically provided for in the particular related Act under which the project funds are derived.”<sup>23</sup>

“Under DOL's regulations, every person performing the duties of a laborer or mechanic in the construction, prosecution, completion or repair of a public building or public work, or of a building or work financed in whole or in part by Federal loans, grants or guaranties, is considered employed by the project’s contractor regardless of any contractual relationship to the contrary between the contractor and that person.”<sup>24</sup>

However, the Davis-Bacon Act “does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wages.”<sup>25</sup>

Thus, where the compensation, e.g., rates of pay, living allowances, or other benefits, provided to participants in volunteer programs is specified by federal statute, DOL believes that such individuals are not covered by Davis- Bacon prevailing wage requirements.<sup>26</sup>

For example, the authorizing statutes for the Youth Conservation Corps, 16 U.S.C. Section 1703(a)(3), and the Public Land Corps, 16 U.S.C. Section 1726, specifically require the Secretaries of Interior and Agriculture to sets the rates of pay or living allowances for the Corps’ participants. Similarly, statutory language implementing the American Conservation and Youth Service Corps (AmeriCorps), 42 U.S.C. Section 12655*l*, and Volunteers in Service to America (VISTA), 42 U.S.C. Section 4955, specify the living allowances and other benefits that must be provided to each participant. DOL believes that participants in these federal youth programs would not be covered by Davis-Bacon labor standards.<sup>27</sup>

23 Advisory Letter to Chris Henderson, Sr. Advisor, Office of Secretary, US Department of the Interior, from Timothy J. Helm, Chief, Branch of Government Contracts Enforcement, Office of Enforcement Policy, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, May 29, 2009, page 3, *available at* <http://www.dol.gov/esa/whd/recovery/AdvisoryLetterHenderson.pdf> 24 *Id.* (citing 29 CFR 5.2(0)). 25 *Id.* at 4 (citing Section 4 of the Davis-Bacon Act, 40 U.S.C. § 3146). 26 *Id.* at 4. 27 *Id.*

### ***Municipal Financing District Programs***

- **Has the Department of Energy (DOE) provided guidance on when DBA prevailing wage requirements would apply to ARRA-funded projects under a municipal financing district program?**

California law allows the legislative bodies of cities, counties, or groups of cities and counties in California to create a financing district in which property owners may enter into contractual assessments to finance the installation of energy efficiency or distributed renewable energy generation improvements that are permanently fixed to real property.

Under a municipal financing district program, property owners privately contract for the installation of energy efficiency retrofits and/or renewable energy systems and pay contractors for their services. Property owners also contract with their local government to receive municipal financing for these improvements. Property owners repay these loans with their property taxes, and the liens associated with these loans have priority over previously-recorded private liens (such as a mortgage). Provided that local governments only use ARRA funds to pay administrative costs to implement a municipal financing district program, DOE's position is that Davis-Bacon prevailing wage requirements would not apply to a local government or flow down to property owners who have received financing from a local government for the installation of energy efficiency retrofits and/or renewable energy systems.<sup>28</sup> Further, provided ARRA funding is only used to pay such administrative costs, DBA prevailing wage requirements would not apply despite a local government undertaking any or all of the following activities:  Establishing an approved list of contractors for the municipal financing district program and requiring that property owners use an approved contractor from the list.  Supervising the installation of property owners' energy efficiency retrofits or renewable energy systems.  Requiring that property owners obtain the local government's approval of final installation of energy efficiency retrofits or renewable energy systems as a condition of receiving financing. However, if the local government either uses all or a portion of ARRA funds as part of the municipal financing (i.e., the pool of money used to fund the loans to property owners), or the local government commingles ARRA funds with other funding sources used as part of the municipal financing and does not keep these <sup>28</sup> DOE's guidance, as expressed in this section, was provided in an email correspondence from DOE to the Energy Commission, October 6, 2009. funding sources separate, then Davis-Bacon Act prevailing wage requirements would apply to the local government and flow down to the homeowner.

### ***Miscellaneous Issues***

- **What constitutes a project for purposes of DBA coverage?**

DOL's "long-standing position" is that a project consists of all the construction which is necessary to complete the building or work regardless of the number of contracts involved so long as all contracts awarded are closely related in purpose, time and place.<sup>29</sup> Moreover, as noted, Section 1606 of ARRA provides that Davis-Bacon labor standards apply to "projects funded directly by or assisted in whole or in part" with ARRA funds, and thus, there is DBA coverage for projects that only receive partial funding. Therefore, "Section 1606's language precludes intentional splitting of ARRA projects into separate and smaller contracts to avoid Davis-Bacon coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole."<sup>30</sup> Nonetheless, as "[t]here are many situations in which major construction activities are clearly undertaken in segregable phases that are distinct in purpose, time, or place," DOL recognizes that every situation must be examined independently.<sup>31</sup>

• **Does the DBA prevailing wage requirement apply to work performed by a governmental agency’s own employees?**

Governmental agencies (such as States or their political subdivisions) are not considered “contractors” or “subcontractors” within the meaning of the DBA when the construction is performed by their own employees on a force account basis.<sup>32</sup> Similarly, tribal governments are not considered by DOL to be contractors or subcontractors, and their workers are not covered by the DBA.<sup>33</sup> 29 Henderson letter, *supra* note 23, at page 3. 30 *Id.* 31 *Id.* 32 Rogers letter, *supra* note 17, at page 2. *See* 29 C.F.R. 5.2(h) (“A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees.”) *See* DOL Field Operations Handbook, Section 15b05, *available at* [http://www.dol.gov/esa/whd/FOH/FOH\\_Ch15.pdf](http://www.dol.gov/esa/whd/FOH/FOH_Ch15.pdf) (explaining that where a government agency or a State or political subdivision using federal grant money decides not to contract out the work but actually performs it with its own employees, such work is generally known as “force account,” and is not generally subject to the DBA prevailing wage requirement). 33 WAP Q&A, *supra* note 13, at question 13.

• **Does the Davis-Bacon Act preempt state and local prevailing wage requirements?**

Contractors on projects subject to DBA labor standards may also be subject to additional prevailing wage and overtime pay requirements under state and local laws.<sup>34</sup> In California, courts have held that because legislation providing for the payment of prevailing wages comes under the historic police powers of the state, absent a contrary intention expressed in a federal statute, the presumption is that such legislation is not superseded.<sup>35</sup> Therefore, absent such an express statement preempting state prevailing wage requirements, whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort, California prevailing wage rates, when higher, must be applied.<sup>36</sup>

**Additional Information on DBA**

- DOL Recovery Act website at <http://www.dol.gov/esa/whd/recovery/>.
- Department of Energy Weatherization Assistance Program website at [http://apps1.eere.energy.gov/weatherization/recovery\\_act.cfm](http://apps1.eere.energy.gov/weatherization/recovery_act.cfm).
- Davis-Bacon Labor Clauses, available from DOL’s website at [http://apps1.eere.energy.gov/weatherization/pdfs/dba\\_clauses\\_weatherization.pdf](http://apps1.eere.energy.gov/weatherization/pdfs/dba_clauses_weatherization.pdf).
- Weatherization Assistance Program Notice 09-9, Subject: Guidance on Implementation of the Davis-Bacon Act Prevailing Wage Requirements in the American Recovery and Reinvestment Act of 2009, Department of Energy, July 21, 2009, available from DOE’s Weatherization Assistance Program website at <http://www.waptac.org/si.asp?id=1392>.
- The Wage and Hour Division of the Department of Labor maintains seven regional district offices in California. Contact information for these district offices may be found at <http://www.dol.gov/esa/whd/america2.htm#California>. • Frequently Asked Davis-Bacon Questions and Answers, Department of Energy, Energy Efficiency and Renewable Energy, State Energy Program, *available at* [http://apps1.eere.energy.gov/state\\_energy\\_program/davis\\_bacon\\_faqs.cfm](http://apps1.eere.energy.gov/state_energy_program/davis_bacon_faqs.cfm).

<sup>34</sup> Fact Sheet #66, *supra* note 3, at page 2. *See* Employment Coordinator, Volume 3, § 19:5 (West 2006) (“While the Davis-Bacon Act requires a contractor to pay not less than the prevailing wage rate established by the DOL, it does not guarantee that the contractor will not have to pay more.”) <sup>35</sup> *Reyes v. Van Elk, Ltd.* Cal.App. 2 Dist. 2007) 148 Cal.App.4th 604, 616. <sup>36</sup> 8 C.C.R. § 16001(b).

**REFERENCE GUIDE  
ENERGY CONSERVATION ASSISTANCE ACT (ECAA)  
STATE ENERGY PROGRAM (SEP)**

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)**

This document is a guide to assist ECAA-ARRA loan Recipients in complying with the requirements of the loan agreements. Recipients are expected and encouraged to review the specific terms and conditions of their loan agreement for a complete understanding of requirements and responsibilities under the award. While this document provides guidance to loan Recipients, the terms and conditions of the loan agreement take precedence if any conflicts arise.

The Energy Commission anticipates that this reference guide may need to be revised as the various ARRA-funded programs are implemented. If this document is revised, the Energy Commission will notify ECAA-ARRA Recipients that a new version is available. All ECAA-ARRA loan Recipients are encouraged to sign up on the Energy Commission's listserver to ensure program updates are received in a timely manner. Please visit <http://www.energy.ca.gov/recovery/> for more information.

**1. WASTE MANAGEMENT PLANS**

All ARRA funding Recipients must complete and submit a waste management plan in accordance with the guidance provided by the Energy Commission. The Energy Commission has developed a waste management plan template that should be completed and signed by the Recipient to comply with this requirement. Waste management guidance and plan template can be downloaded at <http://www.energy.ca.gov/contracts/recovery.html#eecbg>.

1. Recipient submits Waste Management Plan to the Commission Project Manager (CPM) before generating any waste.
2. If the plan is not complete, the CPM will provide guidance on necessary revisions. Recipient will re-submit a revised plan for Energy Commission review.
3. Once the plan is acceptable, CPM will notify Recipient in writing (via email) that the Energy Commission has accepted the completed plan.
4. Once CPM notifies Recipient that the completed plan has been accepted, Recipient may begin activities that generate waste.

**Attachments:** Energy Commission Waste Management Plan Guidance  
Waste Management Plan Template

**References:** Exhibit D Paragraph 21

**ASSISTANT SECRETARY OF ENERGY  
FOR ENERGY EFFICIENCY AND RENEWABLE ENERGY  
MEMORANDUM OF DECISION**

**SUBJECT: Determination of inapplicability (waiver) of section 1605 of the American Reinvestment and Recovery Act of 2009 (Recovery Act Buy American provisions) to EERE-funded projects for 24-leaf, motorized DMX iris units; induction lamps and ballasts; Enphase micro-inverters for solar photovoltaic systems; commercial-scale high efficiency condensing boilers with indirect water heaters; large-format solar thermal collectors for integrated district heating systems; turbochargers for Mitsubishi/Man 52/55B diesel generator engine; and Liebert Variable Speed Upgrade Kits and Liebert iCOM Control Upgrade kits.**

Under the authority of Recovery Act, Pub. L. 111-5, section 1605(b)(2), the head of a federal department or agency may issue a “determination of inapplicability” (a waiver of the Buy American provision) if the iron, steel, or relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“nonavailability”). On November 10, 2009, the Secretary of Energy delegated the authority to make all inapplicability determinations to the Assistant Secretary for Energy Efficiency and Renewable Energy (EERE), for EERE projects under the Recovery Act. Pursuant to this delegation the Assistant Secretary, EERE, has concluded that 24-leaf, motorized DMX iris units; induction lamps and ballasts; Enphase micro-inverters for solar photovoltaic systems; commercial-scale high efficiency condensing boilers with indirect water heaters; large-format solar thermal collectors for integrated district heating systems; turbochargers for Mitsubishi/Man 52/55B diesel generator engine; and Liebert Variable Speed Upgrade Kits and Liebert iCOM Control Upgrade kits qualify for the “nonavailability” waiver determination.

EERE has developed a robust process to ascertain in a systematic and expedient manner whether or not there is domestic manufacturing capacity for the items submitted for a waiver of the Recovery Act Buy American provision. This process involves a close collaboration with the United States Department of Commerce National Institute of Standards and Technology (NIST) Manufacturing Extension Partnership (MEP), in order to scour the domestic manufacturing landscape in search of producers before making any nonavailability waiver determinations.

The NIST MEP has 59 regional centers with substantial knowledge of, and connections to, the domestic manufacturing sector. MEP uses their regional centers to ‘scout’ for current or potential manufacturers of the product(s) submitted in a waiver request. In the course of this interagency collaboration, MEP has been able to find exact or partial matches for manufactured goods that EERE grantees had been unable to locate. As a result, in those cases, EERE was able to work with the grantees to procure American-made products rather than granting a waiver

**BUY AMERICAN LANGUAGE FOR BIDS**

The Bidder acknowledges to and for the benefit of the City of San Diego (“Purchaser”) and the Commonwealth of Virginia (the “Commonwealth”), State of California that it understands that goods and services under this Agreement are being funded in whole or in part with monies made available by the Federal American Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as “Buy American” that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Bidder pursuant to this Agreement. The Bidder hereby represents and warrants to and for the benefit of the Purchaser and the Commonwealth that:

- a. The Bidder has reviewed and understands the Buy American Requirements.
- b. All the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
- c. The Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the Commonwealth.

Within no more than 21 days of determination of the apparent low bidder, the contractor must submit to the Purchaser the Buy American Certification Statement attached. At the conclusion of the project the contractor will certify with their final payment request that the original certification is still valid or document any changes or substitutions. If changes or substitutions are disallowed by DOE, part or the entire assistance grant may be forfeited by the grant recipient. As State or Federal law permits the grant recipient may seek damages from the contractor

### **BUY AMERICAN CERTIFICATION STATEMENT**

1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. **Verification of U.S. Production:** The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. **Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods:** The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - a. Identification of an citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and analysis that supports its applicability to the component or components;
  - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.



4. **Information and Detailed Justification Regarding Non-American-made Iron, Steel or Manufactured Goods:** The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes to be sufficient for a waiver under Section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

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Signature

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Date

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Name and Title of Signer (Please type)

## Information Checklist for Waiver Request

The purpose of this checklist is to ensure that all appropriate and necessary information is submitted to DOE. Please review this checklist carefully and provide required information to DOE. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

| Items   | ✓ | Notes |
|---|---|-------|
| <p>General</p> <ul style="list-style-type: none"> <li>▪ Waiver request includes the following information:               <ul style="list-style-type: none"> <li>– Description of the foreign and domestic construction materials</li> <li>– Unit of measure</li> <li>– Quantity</li> <li>– Price</li> <li>– Time of delivery or availability</li> <li>– Location of the construction project</li> <li>– Name and address of the proposed supplier</li> <li>– A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>▪ Waiver request was submitted according to the instructions in the grant agreement</li> <li>▪ Assistance recipient made a good faith effort to solicit bids for domestic construction materials/manufactured goods, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>   |   |       |
| <p>Cost</p> <ul style="list-style-type: none"> <li>▪ Waiver request includes the following information:               <ul style="list-style-type: none"> <li>– Price Comparison Worksheet shown in Table 1</li> <li>– Relevant excerpts from the bid documents used by the contractors to complete the Price Comparison Worksheet</li> <li>– Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contracted suppliers</li> </ul> </li> </ul>   |   |       |
| <p>Availability</p> <ul style="list-style-type: none"> <li>▪ Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:               <ul style="list-style-type: none"> <li>– Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>– Documentation of the Sub-recipient that receives ARRA EECBG financial assistance grants efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>– Project schedule</li> <li>– Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials.</li> </ul> </li> <li>▪ Waiver request includes a statement from the prime contractor confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>▪ Has the Commonwealth or DOE received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul> |   |       |

**Table 1: Foreign and Domestic Construction Materials Price Comparison Worksheet**

Instructions: To be completed by the prime contractor. In column (a), enter all iron, steel, and manufactured goods required to build the project as designed. In column (b) enter the cost estimate for each component as supplied by domestic sources. In column (c) enter the cost estimate for each component for which waivers are requested, as supplied by foreign sources.

| (a) Material | Unit of Measure | Quantity | (b) Price – Domestic Material*   | (c) Price – Foreign Material*   |
|--------------|-----------------|----------|----------------------------------|---------------------------------|
|              |                 |          |                                  |                                 |
|              |                 |          | (d) Total Domestic Project Cost: | (e) Total Foreign Project Cost: |

\*Include all delivery costs to the construction site.

## FUNDING AGENCY PROVISIONS

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

**1. 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:

|                            | <u>Goal</u> |
|----------------------------|-------------|
| 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. EQUAL OPPORTUNITY CLAUSES:**

**2.1.** 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.

## **3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:**

**3.1.** 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.

**3.2.** 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 C.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.

**4. VIOLATION OR BREACH OF REQUIREMENTS:**

- 4.1. 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.

**5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

- 5.1. 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.

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

- 6.1. 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.

**7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

- 7.1. 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).
- 7.2. 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.
- 7.3. 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.
- 7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages 127 through 133 below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 7.5. 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.
- 7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 7.7. 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.



**8. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:**

- 8.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- 8.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 8.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

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

General Decision Number: CA130001 07/19/2013 CA1

Superseded General Decision Number: CA20120001

State: California

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

County: San Diego County in California.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2013       |
| 1                   | 01/18/2013       |
| 2                   | 03/01/2013       |
| 3                   | 03/08/2013       |
| 4                   | 03/22/2013       |
| 5                   | 04/12/2013       |
| 6                   | 05/10/2013       |
| 7                   | 05/31/2013       |
| 8                   | 07/05/2013       |
| 9                   | 07/19/2013       |

ASBE0005-002 06/28/2010

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to all<br>types of mechanical systems)..... | \$ 32.79 | 16.31   |
| Fire Stop Technician<br>(Application of Firestopping<br>Materials for wall openings<br>and penetrations in walls,<br>floors, ceilings and curtain<br>walls).....                       | \$ 24.21 | 13.76   |

ASBE0005-004 06/28/2010

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 18.70 | 8.65    |

BOIL0092-003 10/01/2012

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 41.17 | 28.27   |

BRCA0004-008 11/01/2012

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 33.75 | 14.55   |

BRCA0018-004 06/01/2012

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 27.04 | 10.66   |
| TILE FINISHER.....   | \$ 22.37 | 9.19    |
| TILE LAYER.....      | \$ 33.55 | 13.55   |

BRCA0018-010 09/01/2009

Rates Fringes

|                             |          |       |
|-----------------------------|----------|-------|
| TERRAZZO FINISHER.....      | \$ 26.59 | 9.62  |
| TERRAZZO WORKER/SETTER..... | \$ 33.63 | 10.46 |

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 CARP0409-002 07/01/2008

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

Amounts in "Rates" column are per day  
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CARP0409-008 08/01/2010

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| Modular Furniture Installer..... | \$ 17.00 | 7.41    |

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 CARP0547-001 07/01/2009

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

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 CARP0547-002 07/01/2009

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

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 ELEC0569-001 06/03/2013

|                            | Rates | Fringes |
|----------------------------|-------|---------|
| Electricians (Tunnel Work) |       |         |

|   |          |          |
|---|----------|----------|
| Cable Splicer.....  | \$ 43.78 | 3%+11.87 |
| Electrician.....  | \$ 43.03 | 3%+11.87 |
| Electricians: (All Other Work, Including 4 Stories Residential) |          |          |
| Cable Splicer.....  | \$ 39.00 | 3%+11.87 |
| Electrician.....  | \$ 38.25 | 3%+11.87 |

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 ELEC0569-005 12/01/2012

|                        | Rates    | Fringes  |
|------------------------|----------|----------|
| Sound & Communications |          |          |
| Sound Technician.....  | \$ 27.57 | 3%+10.81 |
| Soundman.....          | \$ 22.06 | 3%+9.17  |

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

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

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

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 ELEC0569-006 02/25/2013

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

|   | Rates    | Fringes |
|---|----------|---------|
| Traffic signal, street light and underground work |          |         |
| Utility Technician #1.....                        | \$ 27.50 | 3%+7.42 |
| Utility Technician #2.....                        | \$ 22.65 | 3%+7.42 |

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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 ELEC0569-008 06/01/2011

|  | Rates    | Fringes |
|--|----------|---------|
| ELECTRICIAN (Residential, 1-3<br>Stories)..... | \$ 22.37 | 3%+2.90 |

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 ELEC1245-001 06/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| LINE CONSTRUCTION  |          |         |
| (1) Lineman; Cable splicer..   | \$ 48.95 | 14.05   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 39.09 | 12.97   |
| (3) Groundman.....   | \$ 29.91 | 12.70   |
| (4) Powderman.....   | \$ 43.71 | 13.15   |

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

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 ELEV0018-001 01/01/2013

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 48.23 | 25.185  |

FOOTNOTE:  
 PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2012

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| OPERATOR: Power Equipment        |          |         |
| (All Other Work)                 |          |         |
| GROUP 1.....                     | \$ 37.40 | 20.00   |
| GROUP 2.....                     | \$ 38.18 | 20.00   |
| GROUP 3.....                     | \$ 38.47 | 20.00   |
| GROUP 4.....                     | \$ 39.96 | 20.00   |
| GROUP 5.....                     | \$ 41.06 | 20.00   |
| GROUP 6.....                     | \$ 40.18 | 20.00   |
| GROUP 8.....                     | \$ 41.39 | 20.00   |
| GROUP 9.....                     | \$ 40.41 | 20.00   |
| GROUP 10.....                    | \$ 40.41 | 20.00   |
| GROUP 11.....                    | \$ 40.58 | 20.00   |
| GROUP 12.....                    | \$ 40.58 | 20.00   |
| GROUP 13.....                    | \$ 40.68 | 20.00   |
| GROUP 14.....                    | \$ 40.71 | 20.00   |
| GROUP 15.....                    | \$ 40.79 | 20.00   |
| GROUP 16.....                    | \$ 40.91 | 20.00   |
| GROUP 17.....                    | \$ 41.08 | 20.00   |
| GROUP 18.....                    | \$ 41.18 | 20.00   |
| GROUP 19.....                    | \$ 41.29 | 20.00   |
| GROUP 20.....                    | \$ 41.41 | 20.00   |
| GROUP 21.....                    | \$ 41.58 | 20.00   |
| GROUP 22.....                    | \$ 41.68 | 20.00   |
| GROUP 23.....                    | \$ 41.79 | 20.00   |
| GROUP 24.....                    | \$ 41.91 | 20.00   |
| GROUP 25.....                    | \$ 42.08 | 20.00   |
| OPERATOR: Power Equipment        |          |         |
| (Cranes, Piledriving & Hoisting) |          |         |
| GROUP 1.....                     | \$ 38.75 | 20.00   |
| GROUP 2.....                     | \$ 39.53 | 20.00   |
| GROUP 3.....                     | \$ 39.82 | 20.00   |
| GROUP 4.....                     | \$ 39.96 | 20.00   |
| GROUP 5.....                     | \$ 40.18 | 20.00   |
| GROUP 6.....                     | \$ 40.29 | 20.00   |
| GROUP 7.....                     | \$ 40.41 | 20.00   |
| GROUP 8.....                     | \$ 40.58 | 20.00   |
| GROUP 9.....                     | \$ 40.75 | 20.00   |
| GROUP 10.....                    | \$ 41.75 | 20.00   |
| GROUP 11.....                    | \$ 42.75 | 20.00   |
| GROUP 12.....                    | \$ 43.75 | 20.00   |
| GROUP 13.....                    | \$ 44.75 | 20.00   |
| OPERATOR: Power Equipment        |          |         |
| (Tunnel Work)                    |          |         |
| GROUP 1.....                     | \$ 39.25 | 20.00   |
| GROUP 2.....                     | \$ 40.03 | 20.00   |
| GROUP 3.....                     | \$ 40.32 | 20.00   |
| GROUP 4.....                     | \$ 40.46 | 20.00   |

|              |          |       |
|--------------|----------|-------|
| GROUP 5..... | \$ 40.68 | 20.00 |
| GROUP 6..... | \$ 40.79 | 20.00 |
| GROUP 7..... | \$ 40.91 | 20.00 |

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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



Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary

drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving

equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

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

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

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

(scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar

types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

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

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

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

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

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

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along

south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2012

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment                                   |          |         |
| (DREDGING)  |          |         |
| (1) Leverman.....   | \$ 45.40 | 20.00   |
| (2) Dredge dozer.....                                       | \$ 40.93 | 20.00   |
| (3) Deckmate.....   | \$ 40.82 | 20.00   |
| (4) Winch operator (stern<br>winch on dredge).....          | \$ 40.27 | 20.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 39.73 | 20.00   |
| (6) Barge Mate.....   | \$ 40.34 | 20.00   |

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 IRON0377-002 01/01/2013

|  | Rates    | Fringes |
|--|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 26.58 | 16.74   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 33.00 | 25.30   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training



Center-Goldstone, San Clemente Island, San Nicholas Island,  
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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 \* LABO0089-001 08/01/2012

|   | Rates    | Fringes |
|---|----------|---------|
| LABORER (BUILDING and all<br>other Residential<br>Construction)   |          |         |
| Group 1.....  | \$ 26.13 | 15.17   |
| Group 2.....  | \$ 26.81 | 15.17   |
| Group 3.....  | \$ 27.52 | 15.17   |
| Group 4.....  | \$ 28.32 | 15.17   |
| Group 5.....  | \$ 30.25 | 15.17   |
| LABORER (RESIDENTIAL<br>CONSTRUCTION - See definition<br>below)   |          |         |
| (1) Laborer.....  | \$ 24.03 | 13.50   |
| (2) Cleanup, Landscape,<br>Fencing (Chain Link & Wood).\$         | 22.74    | 13.50   |
| (2) Cleanup, Landscaping,<br>Fencing (chain link or<br>wood)..... | \$ 22.19 | 14.13   |

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete  
 Screeding for Rought Strike-off; Concrete, water curing;  
 Demolition laborer; Flagman; Gas, oil and/or water pipeline  
 laborer; General Laborer; General clean-up laborer;  
 Landscape laborer; Jetting laborer; Temporary water and  
 air lines laborer; Material hoseman (walls, slabs, floors  
 and decks); Plugging, filling of Shee-bolt holes; Dry  
 packing of concrete; Railroad maintenance, Repair Trackman

and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

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

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

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

element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

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 \* LABO0089-002 11/01/2012

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| LABORER (MASON TENDER)..... | \$ 27.98 | 13.39   |

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 \* LABO0089-004 07/01/2013

HEAVY AND HIGHWAY CONSTRUCTION

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| GROUP 1..... | \$ 27.10 | 15.17   |
| Group 1..... | \$ 27.38 | 15.17   |
| GROUP 2..... | \$ 27.56 | 15.17   |
| Group 2..... | \$ 28.06 | 15.17   |
| GROUP 3..... | \$ 27.97 | 15.17   |
| Group 3..... | \$ 28.77 | 15.17   |
| GROUP 4..... | \$ 28.81 | 15.17   |
| Group 4..... | \$ 29.57 | 15.17   |
| GROUP 5..... | \$ 32.93 | 15.17   |
| Group 5..... | \$ 31.50 | 15.17   |

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger

(manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

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

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

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

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

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LABO0882-002 01/01/2010

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 26.15 | 11.65   |

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

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LABO1184-001 07/01/2013

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING)    |          |         |
| (1) Drilling Crew Laborer...                   | \$ 30.11 | 11.83   |
| (2) Vehicle Operator/Hauler.                   | \$ 30.28 | 11.83   |
| (3) Horizontal Directional Drill Operator..... | \$ 32.13 | 11.83   |
| (4) Electronic Tracking Locator.....           | \$ 34.13 | 11.83   |
| Laborers: (STRIPING/SLURRY SEAL)               |          |         |
| GROUP 1.....                                   | \$ 29.96 | 14.38   |
| GROUP 2.....                                   | \$ 31.26 | 14.38   |
| GROUP 3.....                                   | \$ 33.27 | 14.38   |
| GROUP 4.....                                   | \$ 35.01 | 14.38   |

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

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 \* LAB01414-003 08/01/2012

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 27.45 | 15.98   |
| PLASTER TENDER.....          | \$ 30.00 | 15.98   |

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

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 PAIN0036-001 03/01/2013

|                                      | Rates | Fringes |
|--------------------------------------|-------|---------|
| Painters: (Including Lead Abatement) |       |         |

|  |          |       |
|--|----------|-------|
| (1) Repaint (excludes San Diego County)..... | \$ 26.05 | 11.13 |
| (2) All Other Work.....                      | \$ 29.32 | 11.13 |

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

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PAIN0036-010 01/01/2013

|  | Rates    | Fringes |
|--|----------|---------|
| DRYWALL FINISHER/TAPER   |          |         |
| (1) Building & Heavy Construction.....   | \$ 25.08 | 13.19   |
| (2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories)..... | \$ 21.00 | 12.81   |

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PAIN0036-012 10/01/2012

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 38.80 | 16.25   |

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PAIN0036-019 02/01/2009

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

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PLAS0200-005 08/01/2011

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 35.29 | 12.05   |

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

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PLAS0500-001 07/01/2012

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| GROUP 1.....                   | \$ 26.47 | 12.10   |
| GROUP 2.....                   | \$ 28.12 | 12.10   |
| GROUP 3.....                   | \$ 30.75 | 12.60   |

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 07/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER, PIPEFITTER,<br>STEAMFITTER  |          |         |
| Camp Pendleton.....  | \$ 46.10 | 19.68   |
| Plumber and Pipefitter<br>All other work except<br>work on new additions and<br>remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft.<br>of floor space and work<br>on strip malls, light<br>commercial, tenant<br>improvement and remodel<br>work..... | \$ 41.60 | 19.68   |
| Work ONLY on new additions<br>and remodeling of<br>commercial buildings,<br>bars, restaurants, and<br>stores not to exceed 5,000<br>sq. ft. of floor space.....  | \$ 40.33 | 18.70   |
| Work ONLY on strip malls,<br>light commercial, tenant<br>improvement and remodel<br>work.....  | \$ 32.49 | 17.03   |

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PLUM0016-011 07/01/2012

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| PLUMBER/PIPEFITTER |          |         |
| Residential.....   | \$ 33.63 | 15.60   |

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PLUM0345-001 07/01/2012

|         | Rates | Fringes |
|---------|-------|---------|
| PLUMBER |       |         |



|                                 |       |       |
|---------------------------------|-------|-------|
| Landscape/Irrigation Fitter..\$ | 27.35 | 17.09 |
| Sewer & Storm Drain Work....\$  | 31.00 | 16.01 |

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 ROOF0045-001 07/01/2012

|               | Rates | Fringes |
|---------------|-------|---------|
| ROOFER.....\$ | 25.08 | 7.28    |

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 SFCA0669-001 01/01/2013

|                         | Rates | Fringes |
|-------------------------|-------|---------|
| SPRINKLER FITTER.....\$ | 34.18 | 18.66   |

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 SHEE0206-001 01/01/2012

|                               | Rates | Fringes |
|-------------------------------|-------|---------|
| SHEET METAL WORKER            |       |         |
| Camp Pendleton.....\$         | 35.05 | 19.23   |
| Except Camp Pendleton.....\$  | 33.05 | 19.23   |
| Sheet Metal Technician.....\$ | 25.22 | 6.69    |

SHEET METAL TECHNICIAN - SCOPE:

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

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 TEAM0036-001 07/01/2012

|                | Rates | Fringes |
|----------------|-------|---------|
| Truck drivers: |       |         |
| GROUP 1.....\$ | 15.40 | 20.50   |
| GROUP 2.....\$ | 24.99 | 20.50   |
| GROUP 3.....\$ | 25.19 | 20.50   |
| GROUP 4.....\$ | 25.39 | 20.50   |
| GROUP 5.....\$ | 25.59 | 20.50   |
| GROUP 6.....\$ | 26.09 | 20.50   |
| GROUP 7.....\$ | 27.59 | 20.50   |

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

increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**10. 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 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, 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 l(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 l(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.

## 11. 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.

### 11.1. DOE Requirements:

**11.1.1.** 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.

**11.1.2.** 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.
9. Provide with GFE copies of the items noted in 12.9. State Agency (Contacts): Notes 1, 4 and 5.

**12. DBE POTENTIAL RESOURCES CENTERS:**

- 12.1.** Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 12.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 12.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 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.
- 12.4.** 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>
- 12.5.** If DBE sources are not located, explain why and describe the efforts made.
- 12.6.** The Contractor shall send invitations to at least 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.
- 12.7.** A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62 If a low bid was not accepted, an explanation shall be provided.

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

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

**12.9. State Agencies (contacts):**

| Name and Address   | Telephone and Web Site  |
|--|---|
| <b>California Department of Transportation</b>           | Mailing Address: PO Box 942874  |
| (CALTRANS) Business Enterprise Program <sup>4</sup>      | Sacramento, CA 94274-0015   |
| 1820 Alhambra Blvd.                                      | (916) 227-9599  |
| Sacramento, CA 95816                                     | <a href="http://www.dot.ca.gov/hq/bep">www.dot.ca.gov/hq/bep</a>  |
| <b>CA Public Utilities Commission (CPUC)<sup>5</sup></b> |   |
| 505 Van Ness Avenue                                      | <a href="http://www.cpuc.ca.gov/static/supplierdiversity">http://www.cpuc.ca.gov/static/supplierdiversity</a> |
| 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 a copy with GFE.
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 a copy with GFE.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide a copy with GFE.

**13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:**

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

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

CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101  
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION  
BID NO.: **K-13-5977-DB1-3-C**

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

**14. FORMS:**

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

- |    |            |  |
|----|------------|--|
| 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 |

**15. ATTACHMENTS:**

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

**FUNDING AGENCY PROVISIONS  
ATTACHMENTS**

**LIST OF WORK MADE AVAILABLE**

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

| ITEM OF WORK MADE AVAILABLE | NAICS CODE | BIDDER NORMALLY PERFORMS ITEM (Y/N) | ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N) | AMOUNT | PERCENTAGE OF BASE BID |
|-----------------------------|------------|-------------------------------------|--|--------|------------------------|
|                             |            |                                     |  |        |                        |
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**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
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### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplements, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

#### **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

You must perform, with your own organization, Contract work amounting to at least **25%** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

### **SECTION 4 - CONTROL OF MATERIALS**

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.

### **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

#### **7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

### **7-3.1 Policies and Procedures.**

1. You must 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 must 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. Payment for insurance is included in the various items of Work as bid by you, and 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 must 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.

### **7-3.2 Types of Insurance.**

#### **7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must 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                |

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must 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 must be outside the limits of the policy.

**7-3.2.6 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross must be deleted from all policies to which they may apply. Alternatively, the Contractor may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

**7-3.2.6.1 Flagman.** Contractor is responsible for all payments for labor, material and equipment related to construction traffic control, including MTS and any rail traffic control.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must 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.

**7-3.3.1 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 must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4 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 must 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.

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

- a) You must 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.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must 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.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must 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.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 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 must 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.

**7-3.5.5 Builders Risk Endorsements.**

**7-3.5.5.1 Waiver of Subrogation.** The policy or policies must 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.

**7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 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.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.



7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 **Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you must 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 must 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 require 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 must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 **Waiver of Subrogation.** The policy or policies must 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.

7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

8-2 **FIELD OFFICE FACILITIES.** To the City Supplements, DELETE in its entirety.

**SECTION 9 - MEASUREMENT AND PAYMENT**

9-3.2.5 **Withholding of Payment.** To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

**209-6.4 Induction Cobra Head Luminaire.** To the City Supplements, CORRECT certain section numbering as follows:

| <b>OLD SECTION NUMBER</b> | <b>TITLE</b>                     | <b>NEW SECTION NUMBER</b> |
|---------------------------|----------------------------------|---------------------------|
| <b>209-6.4.7</b>          | <b>Luminaire Identification</b>  | <b>209-6.4.8</b>          |
| <b>209-6.4.8</b>          | <b>Photometric Documentation</b> | <b>209-6.4.9</b>          |
| <b>209-6.4.9</b>          | <b>Quality Assurance</b>         | <b>209-6.4.10</b>         |

**SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

**ADD:**

**307-16.8.5.1 REMOVE AND DELIVER EXISTING FIXTURES.** Remove and recycle all existing HPS street lights. Contractor shall remove and recycle the existing HPS street lights. 200 of the existing removed HPS street lights shall be delivered to the City Operations Station, located at 2781 Caminito Chollas, San Diego, CA 92105.

**SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Citywide Street Light Conversion, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. Box 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422
OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

PROJECT NO.: N/A

PROJECT TITLE: CITYWIDE STREET LIGHT CONVERSION

PROJECT LOCATION-SPECIFIC: Citywide (All Council Districts) excluding areas within 30 miles of operating observatories. All work confined to the existing public right-of-way

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF PROJECT: CITY COUNCIL APPROVAL to Advertise, award, and construct an induction street light conversion project using 3000 Kelvin Correlated Color Temperature (CCT) lamps and full cut off light distribution; Authorize a combination of federal economic stimulus funding and California Energy Commission (CEC) low-interest loan funds, not to exceed \$5 million for the first phased retrofit. The project scope is to retrofit approximately 1300 existing 250 watt HPS fixtures with 165 watt induction fixtures and 4400 existing 150 watt HPS fixtures with 85 watt induction fixtures. The area of conversion will be on existing streetlight standards outside the 30 mile radius of the observatories.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Environmental Services Department, Tom Cartier
9601 Ridgehaven Ct, MS 1103A, San Diego, CA 92122, 858.492.6009

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);
( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
( ) EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTION: 15301 (b)(c)
( ) STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project consists only of the replacement of existing lighting fixtures to meet current energy efficiency standards which would not result in any adverse effects on the environment. No grading or excavation is required for this activity and therefore it qualifies for an exemption under the category checked above.

LEAD AGENCY CONTACT PERSON: Myra Hertmann, Senior Planner

TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
( ) YES ( ) NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Myra Hertmann, Senior Planner
SIGNATURE/TITLE

12/16/09
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
( ) SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Revised December 16, 2009mjh

**APPENDIX B**

**PHOTOS OF EXISTING “STANDARD” AND GATEWAY FIXTURES**







**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

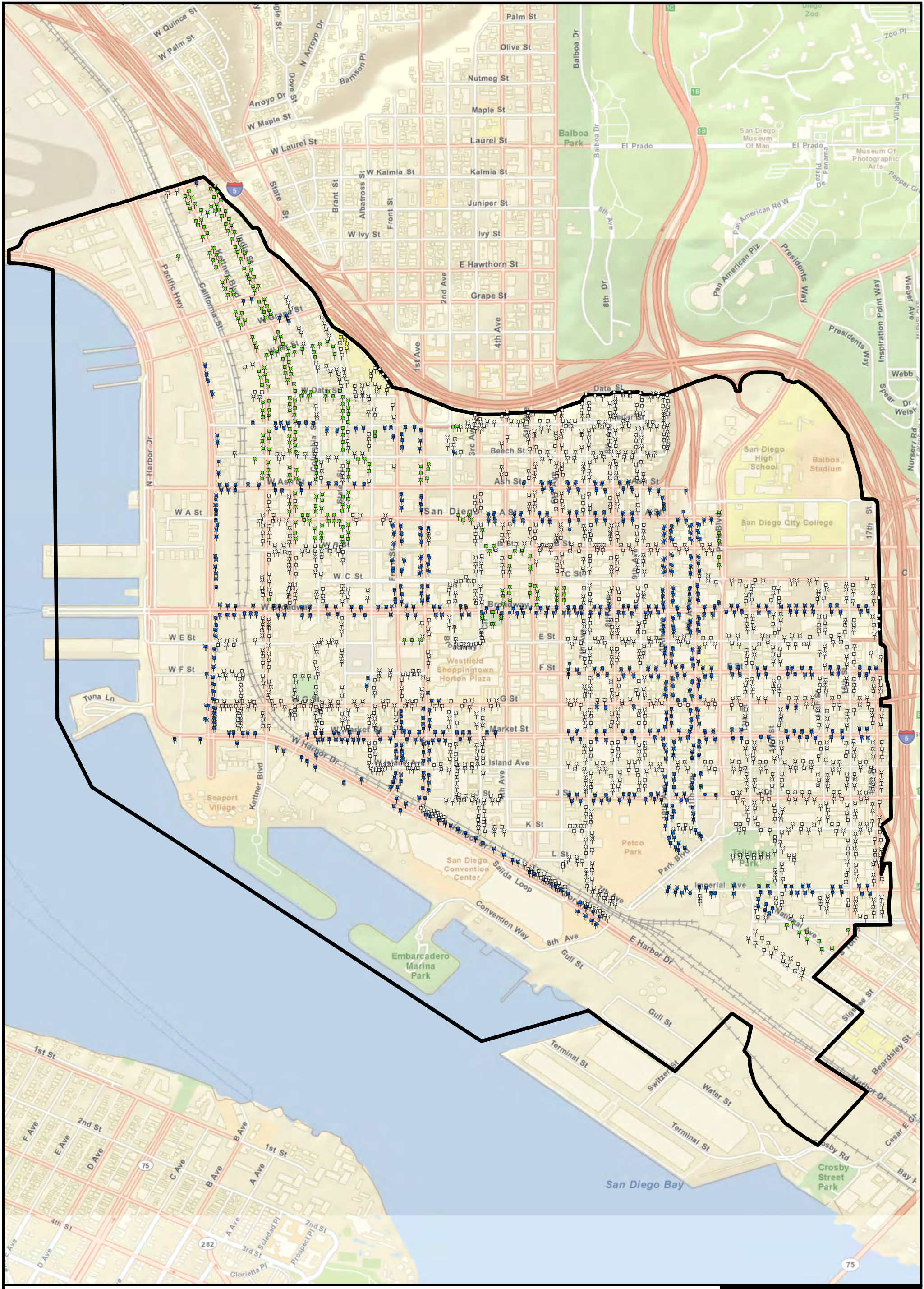
## Materials Typically Accepted by Certificate of Compliance

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

**APPENDIX D**  
**SAMPLE CITY INVOICE**

| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 |                                  |                        |          |              |               | Contractor's Name:                              |        |               |                 |                |        |
|---|----------------------------------|------------------------|----------|--------------|---------------|---|--------|---------------|-----------------|----------------|--------|
| Project Name:   |                                  |                        |          |              |               | Contractor's Address:                           |        |               |                 |                |        |
| SAP No. (WBS/IO/CC)   |                                  |                        |          |              |               |   |        |               |                 |                |        |
| City Purchase Order No.   |                                  |                        |          |              |               | Contractor's Phone #:                           |        |               | Invoice No.     |                |        |
| Resident Engineer (RE):   |                                  |                        |          |              |               | Contractor's Fax #:                             |        |               | Invoice Date:   |                |        |
| RE Phone#:  |                                  |                        | RE Fax#: |              |               | Contact Name:                                   |        |               | Billing Period: |                |        |
| Item #  | Item Description                 | Contract Authorization |          |              |               | Previous Estimate                               |        | This Estimate |                 | Totals to Date |        |
|   |                                  | Unit                   | Qty      | Price        | Extension     | %/QTY   | Amount | % / QTY       | Amount          | % / QTY        | Amount |
| 1   | 2 Parallel 4" PVC C900           | LF                     | 1,380    | \$34.00      | \$46,920.00   |   |        |               |                 |                |        |
| 2   | 48" Primary Steel Casing         | LF                     | 500      | \$1,000.00   | \$500,000.00  |   |        |               |                 |                |        |
| 3   | 2 Parallel 12" Secondary Steel   | LF                     | 1,120    | \$53.00      | \$59,360.00   |   |        |               |                 |                |        |
| 4   | Construction and Rehab of PS 49  | LS                     | 1        | \$150,000.00 | \$150,000.00  |   |        |               |                 |                |        |
| 5   | Demo                             | LS                     | 1        | \$14,000.00  | \$14,000.00   |   |        |               |                 |                |        |
| 6   | Install 6' High Chain Link Fence | LS                     | 1        | \$5,600.00   | \$5,600.00    |   |        |               |                 |                |        |
| 7   | General Site Restoration         | LS                     | 1        | \$3,700.00   | \$3,700.00    |   |        |               |                 |                |        |
| 8   | 10" Gravity Sewer                | LF                     | 10       | \$292.00     | \$2,920.00    |   |        |               |                 |                |        |
| 9   | 4" Blow Off Valves               | EA                     | 2        | \$9,800.00   | \$19,600.00   |   |        |               |                 |                |        |
| 10  | Bonds                            | LS                     | 1        | \$16,000.00  | \$16,000.00   |   |        |               |                 |                |        |
| 11  | Field Orders                     | AL                     | 1        | 80,000       | \$80,000.00   |   |        |               |                 |                |        |
| 11.1  | Field Order 1                    | LS                     | 5,500    | \$1.00       | \$5,500.00    |   |        |               |                 |                |        |
| 11.2  | Field Order 2                    | LS                     | 7,500    | \$1.00       | \$7,500.00    |   |        |               |                 |                |        |
| 11.3  | Field Order 3                    | LS                     | 10,000   | \$1.00       | \$10,000.00   |   |        |               |                 |                |        |
| 11.4  | Field Order 4                    | LS                     | 6,500    | \$1.00       | \$6,500.00    |   |        |               |                 |                |        |
| 12  | Certified Payroll                | LS                     | 1        | \$1,400.00   | \$1,400.00    |   |        |               |                 |                |        |
| <b>CHANGE ORDERS</b>  |                                  |                        |          |              |               |   |        |               |                 |                |        |
| Change Order 1  |                                  |                        | 4,890    |              |               |   |        |               |                 |                |        |
| Items 1-4   |                                  |                        |          |              | \$11,250.00   |   |        |               |                 |                |        |
| Item 5-Deduct Bid Item 3  |                                  | LF                     | 120      | -\$53.00     | (\$6,360.00)  |   |        |               |                 |                |        |
| Change Order 2  |                                  |                        | 160,480  |              |               |   |        |               |                 |                |        |
| Items 1-3   |                                  |                        |          |              | \$95,000.00   |   |        |               |                 |                |        |
| Item 4 Deduct Bid Item 1  |                                  | LF                     | 380      | -\$340.00    | (\$12,920.00) |   |        |               |                 |                |        |
| Item 5-Encrease bid Item 9  |                                  | LF                     | 8        | \$9,800.00   | \$78,400.00   |   |        |               |                 |                |        |
| Change Order 3 (Close Out)  |                                  |                        | -121,500 |              |               |   |        |               |                 |                |        |
| Item 1 Deduct Bid Item 3  |                                  |                        | 53       | -500.00      | (\$26,500.00) |   |        |               |                 |                |        |
| Item 2 Deduct Bid Item 4  |                                  | LS                     | -1       | 45,000.00    | (\$45,000.00) |   |        |               |                 |                |        |
| Items 3-9   |                                  |                        | 1        | -50,500.00   | (\$50,500.00) |   |        |               |                 |                |        |
| <b>SUMMARY</b>  |                                  |                        |          |              |               |   |        | Total This    | \$ -            | Total Billed   | \$0.00 |
| A. Original Contract Amount   |                                  |                        |          |              |               | <b>Retention and/or Escrow Payment Schedule</b> |        |               |                 |                |        |
| B. Approved Change Order 1 Thru 3                                       |                                  |                        |          |              |               | Total Retention Required as of this billing     |        |               |                 |                |        |
| C. Total Authorized Amount (A+B)  |                                  |                        |          |              |               | Previous Retention Withheld in PO or in Escrow  |        |               |                 |                |        |
| D. Total Billed to Date   |                                  |                        |          |              |               | Add'l Amt to Withhold in PO/Transfer in Escrow: |        |               |                 |                |        |
| E. Less Total Retention (5% of D)                                       |                                  |                        |          |              |               | Amt to Release to Contractor from PO/Escrow:    |        |               |                 |                |        |
| F. Less Total Previous Payments   |                                  |                        |          |              |               |   |        |               |                 |                |        |
| G. Payment Due Less Retention   |                                  |                        |          |              |               | Contractor Signature and Date:                  |        |               |                 |                |        |
| H. Remaining Authorized Amount  |                                  |                        |          |              |               |   |        |               |                 |                |        |

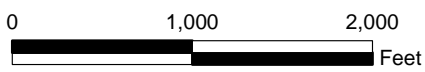
**APPENDIX E**  
**VICINITY MAP – STREETLIGHTS IN CCDC**



**Streetlights by Model Type**

- ☐ Posttop-Cast Iron
- ☐ Standard-12ft Iron
- ☐ Double Standard-12ft Iron
- ☐ Enhanced-16ft Iron
- ☐ Gateway-21.5ft Steel

☐ CCDC Region



ADDENDUM "I"

**Streetlights In CCDC**



THE CITY OF SAN DIEGO

**APPENDIX F**  
**LOAN DOCUMENTATION**

**CALIFORNIA ENERGY COMMISSION**

DIVISION OF FINANCIAL SERVICES  
 GRANTS & LOANS  
 1516 NINTH STREET, MS-1  
 SACRAMENTO, CA 95814-5512  
 (916) 654-4381  
 www.energy.ca.gov



December 6, 2012

Ms. Lorie Cosio-Azar  
 City of San Diego  
 9601 Ridgehaven Court, Suite 310  
 San Diego, CA 92123

Dear Ms. Cosio-Azar:

**LOAN AWARD NUMBER: 005-12-ECF**

Your Energy Conservation Assistance Loan Application has been approved. The enclosed Questions and Answers have been prepared to guide you in administering your loan. We suggest a copy be retained in your files for future reference.

**APPROVED LOAN PROJECT**

**PURPOSE:** For a \$2 million loan to the City of San Diego to retrofit approximately 2,147 street light fixtures from high pressure sodium to a more energy efficient light source such as LED or induction. The retrofits will save the City of San Diego 1,539,184 Kilowatt hour (kWh) \$167,336 and \$182,385 per year, which represents approximately 30 percent energy reduction from the existing system. This project will reduce greenhouse gas emission by approximately 530 tons per year. Based on the loan amount, the simple payback is 12 11 years. SDG&E, the serving electric utility for the city, will provide approximately \$106,000 in rebates (ECAA Program Funding)

LOAN AMOUNT: \$2,000,000

ESTIMATED NO. REPAYMENTS: 26

PERCENTAGE RATE: 1.00%

ESTIMATED REPAYMENT AMOUNT: \$ 83,299.10

TERM: 12/12/2012-6/12/2014

CEC PROJECT MANAGER: Adel Suleiman

**GENERAL TERM**

If the Energy Commission Project Manager determines that the loan recipient is not progressing toward completion within one (1) year of the date the loan documents were signed by the California Energy Commission (Energy Commission), the Energy Commission Project Manager may, without penalties or prejudice to any of the Commission's remedies, terminate this agreement. The recipient may reapply for a loan at a later date.

**PROCEDURE FOR EXECUTING AGREEMENT**

- Enclosed are two copies of the Loan documents, please have each CEC 142 signed **by the authorized person** identified in your resolution. Return both signed copies to this office.



**LOAN AGREEMENT**

CEC-142 (05/10)



Non-Bond Funded Template 7-1-12 JBLFSW

V:\-PENDING Loan Agreements\Non-Bond Loans\Non-bond Loan templates

CALIFORNIA ENERGY COMMISSION

|   |   |
|---|---|
| BORROWER<br><b>City of San Diego</b>  | AGREEMENT NUMBER<br><b>005-12-ECF</b>   |
| ADDRESS<br><b>9601 Ridgeway Court, suite 310<br/>                 San Diego, CA 92123</b> | AGREEMENT TERM<br><b>(See CEC signature date below) to 6/12/14</b><br>The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date. |

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

|  |                    |
|--|--------------------|
| <b>Exhibit A</b> – Energy Conservation Assistance Act Loan Agreement | Page(s): <u>09</u> |
| Exhibit A – Attachment 1 – Budget Detail/Project Cost and Savings    | Page(s): <u>01</u> |
| <b>Exhibit B</b> – Promissory Note                                   | Page(s): <u>03</u> |
| Exhibit B – Attachment 1 – Estimated Amortization Schedule           | Page(s): <u>02</u> |
| <b>Exhibit C</b> – Tax Certificate                                   | Page(s): <u>01</u> |
| <b>Exhibit D</b> – Federal Provisions                                | Page(s): <u>01</u> |
| Exhibit D – Attachments  | Page(s): <u>00</u> |
| <b>Exhibit E</b> – Special Terms and Conditions                      | Page(s): <u>01</u> |
| <b>Exhibit F</b> – Contacts  | Page(s): <u>01</u> |

|   |
|---|
| REIMBURSABLE AMOUNT<br><b>\$ 2,000,000.00</b> |
| MATCH SHARE<br><b>\$ 1,000,000.00</b>         |
| TOTAL<br><b>\$ 3,000,000.00</b>               |

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

| CALIFORNIA ENERGY COMMISSION  |                                | RECIPIENT            |       |
|---|--------------------------------|----------------------|-------|
| SIGNATURE OF DEPUTY DIVISION CHIEF  | DATE                           | AUTHORIZED SIGNATURE | DATE  |
| NAME<br><b>Rachel L. Grant Kiley</b>  | PHONE<br><b>(916) 654-4379</b> | NAME                 | PHONE |
| TITLE<br><b>Contracts, Grants and Loans Office Manager</b>                                  |                                |                      |       |
| CALIFORNIA ENERGY COMMISSION ADDRESS<br><b>1516 9th Street, MS-18, Sacramento, CA 95814</b> |                                |                      |       |

**LOAN AGREEMENT**

CEC-142 (05/10)



Non-Bond Funded Template 7-1-12 JBLFSW

V:\-PENDING Loan Agreements\Non-Bond Loans\Non-bond Loan templates

CALIFORNIA ENERGY COMMISSION

|  |   |
|--|---|
| BORROWER<br><b>City of San Diego</b>   | AGREEMENT NUMBER<br><b>005-12-ECF</b>   |
| ADDRESS<br><b>9601<sup>st</sup> Ridgeway Court, suite 310<br/>                 San Diego, CA 92123</b> | AGREEMENT TERM<br><b>(See CEC signature date below) to 6/12/14</b><br>The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date. |

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

|  |                    |
|--|--------------------|
| <b>Exhibit A – Energy Conservation Assistance Act Loan Agreement</b> | Page(s): <u>09</u> |
| Exhibit A – Attachment 1 – Budget Detail/Project Cost and Savings    | Page(s): <u>01</u> |
| <b>Exhibit B – Promissory Note</b>                                   | Page(s): <u>03</u> |
| Exhibit B – Attachment 1 – Estimated Amortization Schedule           | Page(s): <u>02</u> |
| <b>Exhibit C – Tax Certificate</b>                                   | Page(s): <u>01</u> |
| <b>Exhibit D – Federal Provisions</b>                                | Page(s): <u>01</u> |
| Exhibit D – Attachments  | Page(s): <u>00</u> |
| <b>Exhibit E – Special Terms and Conditions</b>                      | Page(s): <u>01</u> |
| <b>Exhibit F – Contacts</b>  | Page(s): <u>01</u> |

|   |
|---|
| REIMBURSABLE AMOUNT<br><b>\$ 2,000,000.00</b> |
| MATCH SHARE<br><b>\$ 1,000,000.00</b>         |
| TOTAL<br><b>\$ 3,000,000.00</b>               |

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

| CALIFORNIA ENERGY COMMISSION  |                                | RECIPIENT            |       |
|---|--------------------------------|----------------------|-------|
| SIGNATURE OF DEPUTY DIVISION CHIEF  | DATE                           | AUTHORIZED SIGNATURE | DATE  |
| NAME<br><b>Rachel L. Grant Kiley</b>  | PHONE<br><b>(916) 654-4379</b> | NAME                 | PHONE |
| TITLE<br><b>Contracts, Grants and Loans Office Manager</b>                                  |                                |                      |       |
| CALIFORNIA ENERGY COMMISSION ADDRESS<br><b>1516 9th Street, MS-18, Sacramento, CA 95814</b> |                                |                      |       |

## EXHIBIT A

### ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into as of the date it is executed by both parties hereto, between the California Energy Resources Conservation and Development Commission (the "Energy Commission") and the City of San Diego (the "Borrower") located in San Diego, CA.

#### 1. STATUTORY AUTHORITY AND LOAN

- A. Pursuant to the purposes authorized by section 25410, et seq., of the California Public Resources Code (the "Energy Conservation Assistance Act"), the Energy Commission has approved the Borrower's loan application dated October 4 2012, which is not attached but is expressly incorporated by reference herein.
- B. Subject to the terms, covenants, conditions, and including Special Conditions (if applicable) contained herein, and the Budget Detail/Summary of Project Cost and Savings attached as Exhibit A, Attachment 1 hereto to the extent it modifies the Borrower's loan application, the Energy Commission shall make a loan to the Borrower (the "Loan") in the amount of two million dollars (\$2,000,000.00) evidenced by a Promissory Note (the "Promissory Note") for loan number 005-12-ECF attached hereto as Exhibit B.

#### 2. PURPOSE

The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purposes and in the amounts set forth in Exhibit A, Attachment 1 (the "Project"). Any other use of funds disbursed hereunder shall require prior written approval by the Energy Commission.

#### 3. LOAN DISBURSEMENT SCHEDULE

- A. The Energy Commission agrees to disburse funds to the Borrower upon the Borrower's execution of the attached Promissory Note and any appropriate security instruments and required supplemental documents, including invoices as required in Section 3.B below.
- B. Loan funds shall be disbursed on a reimbursement basis based on invoices submitted by Borrower in a form approved by the Energy Commission. Backup documentation for actual expenditures (such as timecards, vendor invoices, etc) and proof of payment must be provided to substantiate the request. Energy Commission staff will approve invoices

**8. ACCOUNTS, AUDITS, AND RECORDS**

- A. The Borrower agrees to establish on its books a separate account for this Loan. This account shall be maintained as long as the Loan obligation remains unsatisfied.
- B. The Borrower further agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn on said account for three (3) years after this Loan is repaid in full unless the Energy Commission requests a longer retention period.
- C. The Borrower further agrees to utilize a voucher system by which all expenditures from said account will be authorized and authenticated.
- D. The Borrower further agrees to allow the Energy Commission or any other agency of the State of California (the "State") or their designated representatives, on written request, to have reasonable access to, and the right of inspection of, all records that pertain to said account or the Project. The Borrower also agrees to submit to an independent audit, if requested by the Energy Commission, at the expense of the Borrower. Borrower agrees to maintain all such records for a minimum of three years after this Loan is repaid in full unless the Energy Commission notifies the Borrower, prior to the expiration of such three-year period, that a longer period of record retention is necessary.

**9. SOURCE OF REPAYMENT; OPERATION OF PROJECT**

- A. Semiannual payments due to the Energy Commission under this Agreement shall be made from savings in energy costs or other legally available funds as the Borrower chooses. If the Borrower is a county, city, town, township, board of education, or school district, the Borrower agrees that the amount of the semiannual Loan repayment shall not be raised by the levy of additional taxes and shall not be an obligation against tax revenues, but shall be obtained either from savings in energy costs resulting from the subject energy conservation projects or other legally available funds as the Borrower chooses.
- B. Energy cost savings as determined by the Energy Commission are based on energy usage and serving utility rate schedules at the time of the issuance of this Loan, except as specified in Special Conditions, if any, as detailed in this Agreement, and the information and data contained in the Borrower's loan application and technical study. The following will not affect the Energy Commission's initial finding of energy cost savings, and are not a basis for claiming a lack of energy savings: a) changes in energy use and/or rate schedules which occur after issuance of the Loan,

In each contract entered into with suppliers of goods and services to install, conduct, or operate the Project, including management services, the Borrower shall include terms which allow any officer or agent of the Energy Commission or the State access to the Project site and to any books, documents, or records directly relevant to the Project.

- F. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Loan or sells the building, facility or system in which the Project has been implemented, then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale. The Borrower shall notify the Energy Commission within five business days of the date on which the Borrower enters into an agreement to effect such transaction. The Borrower shall repay the Energy Commission within 30 calendar days of receiving an invoice from the Energy Commission for the balance due.
- G. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

## 10. DEFAULT

- A. The Borrower's failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement and an event of default. In such case, the Energy Commission may declare this Agreement to have been breached and be released from any further performance hereunder.
- B. In the event of any default or breach of this Agreement by the Borrower, the Energy Commission, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable.

## 11. TERMINATION

This Agreement may be terminated for any reason set forth below.

- A. With Cause

In the event of any breach by the Borrower of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of

### 13. GENERAL TERMS

- A. Indemnification by the Borrower. The Borrower agrees to indemnify, defend, and save harmless the Energy Commission, the State, and their officers, agents, and employees from any and all claims, losses, or costs (including reasonable attorney fees) arising out of, resulting from, or in any way connected with the Loan or this Agreement, or the financing or the operation of the facilities financed with the Loan.
- B. Ownership of Equipment and Material. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase. The Borrower shall obtain and maintain in its records a written waiver of all claims, other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.
- C. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission or the State of California.
- D. Assignment. Without the written consent of the Energy Commission, this Agreement is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Agreement for security purposes, and in such event the assignee of this Loan Agreement, including the bond trustee of any bonds which may be secured by repayment of this Loan, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Agreement.
- E. Time of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to completion of the purpose for which this Loan was awarded. The Commission Project Manager will periodically evaluate the progress toward completion. If the Commission Project Manager determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, the Commission Project Manager may, without penalty or prejudice to any of the Energy Commission's other remedies, terminate this Agreement.
- F. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

- L. Prevailing Wage. The Borrower shall comply with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code relating to the payment of prevailing wage for work performed on the Project financed in whole or in part with the proceeds of the Loan.
- M. Funding Eligibility. By signing this Agreement, Borrower certifies that it is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", of Part 1, of Division 2 of the Public Contract Code, for charter cities."

**14. NOTICE**

Any notice required to be given to the Energy Commission hereunder shall be sent to the person and address listed under Legal Notices in Exhibit F, Contacts, or at such other address as the Energy Commission may designate in writing to the Borrower. Any notice required to be given to the Borrower hereunder shall be sent to the address shown for Borrower in this Agreement, or at such other address as the Borrower shall designate in writing to the Energy Commission. Notice to either party may be given using the following delivery methods: U.S. mail, overnight mail, or personal delivery, providing evidence of receipt, to the respective parties identified in this Agreement. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery in which case the effective date shall be postponed 24 hours, or whenever the next business day occurs.

**EXHIBIT A  
ATTACHMENT 1  
BUDGET DETAIL/PROJECT COST AND SAVINGS**

This Loan is made to the City of San Diego ("Borrower") for an energy savings Project. The Project consists of the energy efficiency measures listed in Table 1 below to be installed in street light fixtures in the City of San Diego, CA.

The Table below summarizes the estimated Project cost(s), saving(s) and simple payback(s) for the Project.

**TABLE 1: Summary of Project Cost and Savings:**

| Energy Efficiency Measures | Estimated Total Project Cost | Energy Commission Loan | Estimated Annual Energy Cost Savings | Simple Payback* (Years) |
|----------------------------|------------------------------|------------------------|--------------------------------------|-------------------------|
| <b>2,147 Streetlights</b>  | \$3,000,000                  | \$2,000,000            | \$167,000                            | 12.0                    |
| <b>TOTALS:</b>             | <b>\$3,000,000</b>           | <b>\$2,000,000</b>     | <b>\$167,000</b>                     | <b>12.0</b>             |

\* The simple payback is based on the Loan amount.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the Energy Commission will calculate the maximum Loan amount supported by the Project. The Loan amount will be determined by the lesser of: 1) multiplying the annual energy cost savings by 12; 2) total Project costs; or 3) approved Loan amount.

A letter of agreement or Loan amendment may be necessary to document these changes, at the discretion of the Energy Commission.

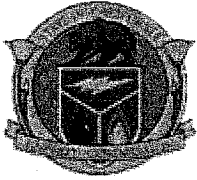
If the Borrower has received disbursements exceeding the maximum Loan amount supported by the Project, the Borrower shall refund the difference to the Energy Commission within 30 days of notification.











# State of California

Energy Resources Conservation  
and Development Commission

1516 Ninth Street

Sacramento, California 95814-5512

## Estimated Loan Amortization Table

|                                     |   |
|-------------------------------------|---|
| Loan Number: <b>005-12-ECF</b>      | Number of Payments: <b>26</b>                       |
| Recipient: <b>City of San Diego</b> | Estimated Disbursement Date: <b>3/1/2013</b>        |
| Loan Amount: <b>\$2,000,000.00</b>  | Estimated Project Completion Date: <b>6/12/2014</b> |
| Interest Rate: <b>1.00 %</b>        | Annual Energy Savings: <b>\$167,336.00</b>          |

| Transaction Date | Payment Number | Invoice Number | Receipt Number | Disbursement Amount | Billing Invoice Interest Amount | Repay Principal Amount | Repay Interest Amount | Unscheduled Principal Amount | Unscheduled Interest Amount |
|------------------|----------------|----------------|----------------|---------------------|---------------------------------|------------------------|-----------------------|------------------------------|-----------------------------|
|------------------|----------------|----------------|----------------|---------------------|---------------------------------|------------------------|-----------------------|------------------------------|-----------------------------|

| Trans #        | Payment Date | Accrued Interest | Payment Amount   | Interest Payment | Principal Payment | Principal Balance |
|----------------|--------------|------------------|------------------|------------------|-------------------|-------------------|
| Disbursement 1 | 3/1/2013     | \$0.00           | (\$2,000,000.00) | \$0.00           | (\$2,000,000.00)  | \$2,000,000.00    |
| Payment 1      | 12/22/2014   | \$36,219.18      | \$83,299.10      | \$36,219.18      | \$47,079.92       | \$1,952,920.08    |
| Payment 2      | 6/22/2015    | \$9,737.85       | \$83,299.10      | \$9,737.85       | \$73,561.25       | \$1,879,358.83    |
| Payment 3      | 12/22/2015   | \$9,422.54       | \$83,299.10      | \$9,422.54       | \$73,876.56       | \$1,805,482.26    |
| Payment 4      | 6/22/2016    | \$9,052.14       | \$83,299.10      | \$9,052.14       | \$74,246.96       | \$1,731,235.31    |
| Payment 5      | 12/22/2016   | \$8,679.89       | \$83,299.10      | \$8,679.89       | \$74,619.21       | \$1,656,616.10    |
| Payment 6      | 6/22/2017    | \$8,260.39       | \$83,299.10      | \$8,260.39       | \$75,038.71       | \$1,581,577.39    |
| Payment 7      | 12/22/2017   | \$7,929.55       | \$83,299.10      | \$7,929.55       | \$75,369.55       | \$1,506,207.84    |
| Payment 8      | 6/22/2018    | \$7,510.41       | \$83,299.10      | \$7,510.41       | \$75,788.69       | \$1,430,419.15    |
| Payment 9      | 12/22/2018   | \$7,171.69       | \$83,299.10      | \$7,171.69       | \$76,127.41       | \$1,354,291.74    |
| Payment 10     | 6/22/2019    | \$6,752.91       | \$83,299.10      | \$6,752.91       | \$76,546.19       | \$1,277,745.54    |
| Payment 11     | 12/22/2019   | \$6,406.23       | \$83,299.10      | \$6,406.23       | \$76,892.87       | \$1,200,852.68    |
| Payment 12     | 6/22/2020    | \$6,020.71       | \$83,299.10      | \$6,020.71       | \$77,278.39       | \$1,123,574.29    |
| Payment 13     | 12/22/2020   | \$5,633.26       | \$83,299.10      | \$5,633.26       | \$77,665.84       | \$1,045,908.45    |
| Payment 14     | 6/22/2021    | \$5,215.21       | \$83,299.10      | \$5,215.21       | \$78,083.89       | \$967,824.57      |
| Payment 15     | 12/22/2021   | \$4,852.38       | \$83,299.10      | \$4,852.38       | \$78,446.72       | \$889,377.85      |
| Payment 16     | 6/22/2022    | \$4,434.71       | \$83,299.10      | \$4,434.71       | \$78,864.39       | \$810,513.45      |
| Payment 17     | 12/22/2022   | \$4,063.67       | \$83,299.10      | \$4,063.67       | \$79,235.43       | \$731,278.02      |
| Payment 18     | 6/22/2023    | \$3,646.37       | \$83,299.10      | \$3,646.37       | \$79,652.73       | \$651,625.30      |
| Payment 19     | 12/22/2023   | \$3,267.05       | \$83,299.10      | \$3,267.05       | \$80,032.05       | \$571,593.25      |
| Payment 20     | 6/22/2024    | \$2,865.80       | \$83,299.10      | \$2,865.80       | \$80,433.30       | \$491,159.94      |
| Payment 21     | 12/22/2024   | \$2,462.53       | \$83,299.10      | \$2,462.53       | \$80,836.57       | \$410,323.37      |
| Payment 22     | 6/22/2025    | \$2,046.00       | \$83,299.10      | \$2,046.00       | \$81,253.10       | \$329,070.27      |
| Payment 23     | 12/22/2025   | \$1,649.86       | \$83,299.10      | \$1,649.86       | \$81,649.24       | \$247,421.03      |
| Payment 24     | 6/22/2026    | \$1,233.72       | \$83,299.10      | \$1,233.72       | \$82,065.38       | \$165,355.64      |
| Payment 25     | 12/22/2026   | \$829.04         | \$83,299.10      | \$829.04         | \$82,470.06       | \$82,885.59       |
| Payment 26     | 6/22/2027    | \$413.29         | \$83,298.88      | \$413.29         | \$82,885.59       | \$0.00            |

**EXHIBIT C  
TAX CERTIFICATE**

Not applicable.

**EXHIBIT D**

**FEDERAL PROVISIONS**

Not Applicable.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

Not Applicable.

**EXHIBIT F**  
**CONTACTS**

|  |   |
|--|---|
| <p><b>Energy Commission Project Manager:</b></p> <p>Adel Suleiman<br/>California Energy Commission<br/>1516 Ninth Street, MS - 18<br/>Sacramento, CA 95814<br/>Phone: (916) 653-1004<br/>Fax: (916)<br/>e-mail: <a href="mailto:adel.suleiman@energy.ca.gov">adel.suleiman@energy.ca.gov</a></p>             | <p><b>Borrower Project Manager:</b></p> <p>Lorie Cosio-Azar<br/>City of San Diego<br/>9601 Ridgehaven Court, suite 310<br/>San Diego, CA 92123<br/>Phone: 858-627-3352<br/>Fax:<br/>e-mail: <a href="mailto:lcosioazar@san Diego.gov">lcosioazar@san Diego.gov</a></p>      |
| <p><b>Energy Commission Loan's Officer:</b></p> <p>Andrew Ferrin<br/>California Energy Commission<br/>1516 Ninth Street, MS - 18<br/>Sacramento, CA 95814<br/>Phone: (916) 654-4921<br/>Fax: (916) 654-4423<br/>e-mail: <a href="mailto:Andrew.ferrin@energy.ca.gov">Andrew.ferrin@energy.ca.gov</a></p>     | <p><b>Borrower Administrator:</b></p> <p>Lorie Cosio-Azar<br/>City of San Diego<br/>9601 Ridgehaven Court, suite 310<br/>San Diego, CA 92123<br/>Phone: 858-627-3352<br/>Fax:<br/>e-mail: <a href="mailto:lcosioazar@san Diego.gov">lcosioazar@san Diego.gov</a></p>        |
| <p><b>Energy Commission Accounting Officer:</b></p> <p>Kathy Jones<br/>California Energy Commission<br/>1516 Ninth Street, MS - 2<br/>Sacramento, CA 95814<br/>Phone: (916) 654-4377<br/>Fax: (916) 653-1435<br/>e-mail: <a href="mailto:Kathy.Jones@energy.ca.gov">Kathy.Jones@energy.ca.gov</a></p>        | <p><b>Borrower's Accounting Officer:</b></p> <p>Lorie Cosio-Azar<br/>City of San Diego<br/>9601 Ridgehaven Court, suite 310<br/>San Diego, CA 92123<br/>Phone: 858-627-3352<br/>Fax:<br/>e-mail: <a href="mailto:lcosioazar@san Diego.gov">lcosioazar@san Diego.gov</a></p> |
| <p><b>Energy Commission Legal Notice:</b></p> <p>Tatyana Yakshina<br/>Grants and Loans Manager<br/>1516 9th Street, MS-18<br/>Sacramento, CA 95814-5512<br/>Phone: (916) 654-4204<br/>Fax: (916) 654-4076<br/>e-mail: <a href="mailto:Tatyana.Yakshina@energy.ca.gov">Tatyana.Yakshina@energy.ca.gov</a></p> |   |



- Also enclosed are invoices and reporting forms. Retain all of these for future use.
- Please note that changes in the Terms and Conditions may have been made. Be sure to review prior to execution of the enclosed agreement.
- The Energy Commission agrees to keep this offer open for a period of 30 days from the date of this letter. If the agreement has not been fully executed within this period, the offer may expire.

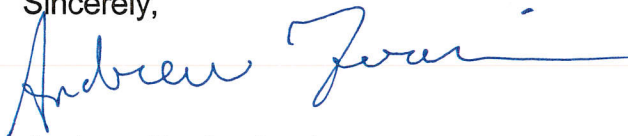
FUND AVAILABILITY

- Funds in this award have a limited period in which they must be expended. All recipient expenditures must occur prior to the end of the term of this agreement.

PROJECT ASSISTANCE

- There are two offices at the Energy Commission with staff to assist you with your loan. The particular office to contact depends on the nature of your question. Contact me at the Grants and Loans Office; (916) 654-4921 for administrative questions and the Public Programs Office at (916) 654-4147 for technical questions. If you are uncertain if your question is technical or administrative or if it is a combination, contact the Grants and Loans Office.

Sincerely,



**Andrew Ferrin, Analyst**  
Grants and Loans Office

Enclosures

cc: Adel Suleiman, Energy Commission MS-23  
File

**APPENDIX G**  
**FUNDING GUIDELINES FOR ARRA**

## FUNDING GUIDELINES FOR ARRA Terms & Conditions

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with ARRA Funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. “ARRA” means the American Recovery and Reinvestment Act of 2009, (Public Law 111-5).
  - 1.2. “ARRA Funds” means any funds that are expended or obligated from appropriations made under ARRA.
  - 1.3. “ARRA Project” means a project or program funded directly by or assisted, in whole or in part, by ARRA Funds.
  - 1.4. “Contract” means the contract to which these Supplemental Provisions are attached and includes a grant contract or a loan contract.
  - 1.5. “Contracting Entity” means a Prime Recipient, a Subrecipient, or a Recipient Vendor.
  - 1.6. “Contractor” means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, or a borrower. For purposes of ARRA reporting, Contractor is either a Subrecipient or a Recipient Vendor under this Contract.
  - 1.7. “Entity” means a governmental body; legally recognized for profit or nonprofit business organization, such as a corporation, limited liability company, or partnership; or sole proprietor and excludes individual recipients of Federal assistance.
  - 1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
  - 1.9. “Prime Recipient” means a California State Agency or Institution of Higher Education that receives ARRA Funds directly from a Federal Agency in the form of a grant, loan, or cooperative agreement.
  - 1.10. “Subcontractor” means an Entity engaged by Contractor to provide goods or perform services in connection with this contract.
  - 1.11. “Subrecipient” means a non-Federal Entity receiving ARRA Funds through a Prime Recipient to support the performance of the ARRA Project for which the ARRA Funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
  - 1.12. “Supplemental Provisions” means these Supplemental Provisions for Contracts and Grants Using Funds Provided under the American Recovery

and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of California Agency or Institution of Higher Education.

1.13. “Vendor” means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by ARRA. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor. However, a Vendor may be subject to selected program compliance requirements. See §22 of these Supplemental Provisions.

1.13.1 “Recipient Vendor” means a Vendor that receives ARRA Funds from a Prime Recipient.

1.13.2 “Subrecipient Vendor” means a Vendor that receives ARRA Funds from a Subrecipient.

2. Compliance. Contractor shall comply with all applicable provisions of ARRA and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of California may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. ARRA Contracts and Subcontracts. Contractor shall include these Supplemental Provisions in all of its contracts and subcontracts using ARRA Funds, in whole or in part, and shall provide written notification of revisions hereto to all parties to such contracts or subcontracts in accordance with §2 above. Contractor shall ensure that all subcontractors comply with applicable provisions of ARRA.
4. Debarred or Suspended Entities. Contractor shall not enter into any contract or subcontract in connection with this Contract with a party that has been debarred or suspended from contracting with the Federal Government or the State of California. See Excluded Parties List System at <https://www.epls.gov/>.
5. Conflict of Laws. In the event of a conflict between the laws of the State of California or these Supplemental Provisions and ARRA, ARRA shall control.
6. Whistle Blower Protection. ARRA §1553. Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA Funds; (b) a gross waste of ARRA Funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of

ARRA Funds; (d) an abuse of authority related to implementation or use of ARRA Funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA Funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice

can be found at [www.recovery.gov/?q=content/whistleblower-](http://www.recovery.gov/?q=content/whistleblower-) information. Contractor specifically acknowledges that Contractor and its employees are aware of and shall abide by the provisions of ARRA §1553. Contractor shall include the language and requirements of this subsection

("Whistleblower Protection under §1553 of the ARRA") in all of its contracts and agreements with employees, subcontractors and anyone else who performs work on behalf of Contractor.

7. False Claims Act. 31 U.S.C. §§3729-3733. Contractor shall refer promptly to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
8. Reporting of Fraud, Waste, and Abuse. Contractor shall also refer promptly to the California Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA Funds. The OIG shall report such incidents of misconduct to the appropriate State Agency and appropriate Federal authority. Contact information for reporting fraud, waste, and abuse to the OSC is located at [http://www.California.gov/00/agency/contact\\_us/0,2688,134245182\\_134720642,00.html](http://www.California.gov/00/agency/contact_us/0,2688,134245182_134720642,00.html)
9. Inspection of Records. ARRA §§902, 1515. Contractor shall permit the United States Comptroller General and his or her representatives or any representative of an appropriate Inspector General appointed under §3 or §8G of the Inspector General Act of 1978, as amended (5 U.S.C. App.) to: (a) examine any records of the Contractor or any of its Subcontractors that directly pertain to, and involve transactions relating to this Contract or any contract or subcontract using ARRA Funds; and (b) interview any officer or employee of Contractor or any of its Subcontractors regarding such transactions. Contractor shall permit the State of California, the Federal Government or any other duly authorized agent of a governmental agency with jurisdiction to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's or such Subcontractor's records during the term of this Contract and for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with these terms or to evaluate Contractor's performance hereunder.
10. Wage Rate Requirements – Davis-Bacon Wage Determinations. ARRA §1606. Contractor and its Subcontractors shall pay all laborers and mechanics employed on ARRA Projects by Contractor or any of its Subcontractors at wage rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code.
11. Buy American Requirement - Construction. ARRA §1605. All iron, steel and manufactured goods used in any ARRA Project for the construction, alteration,

- maintenance, or repair of a public building or public work shall be produced in the United States in a manner consistent with United States obligations under international agreements. This requirement can be waived only by the awarding Federal Agency in limited situations.
12. Environmental and Preservation Requirements. ARRA §1609. Contractor shall comply with all applicable Federal, State, and Local environmental and historic preservation requirements and shall provide any information requested by the awarding Federal Agency to ensure compliance with applicable laws, including National Environmental Policy Act, as amended (42 U.S.C. 4321-4347) and National Historic Preservation Act (16 U.S.C. 470 et seq.).
  13. Non-discrimination. Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C.6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
  14. Identification and Registration Information. If Contractor is a Subrecipient, Contractor shall obtain a Dun & Bradstreet DUNS number (or update the existing DUNS record), and register with the Central Contractor Registration (CCR), the primary registrant database for the Federal government.
  15. Fixed Price – Competitively Bid. ARRA §1554. Contractor, to the maximum extent possible, shall award subcontracts as fixed-price subcontracts under this Contract using competitive bid procedures. Contractor shall provide to its Contracting Entity a summary of any contract or subcontract awarded using ARRA Funds that is not fixed-price or not awarded using competitive procedures.
  16. Prohibition on Use of Funds. ARRA §1604. ARRA funds shall not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  17. Enforceability. If Contractor fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State of California may withhold or suspend, in whole or in part, funds awarded under the ARRA project, or recover misspent funds following an audit pursuant to §9, above. The remedy under this provision shall be in addition to all other remedies provided to the State of Georgia for recovery of misspent funds available under all applicable State and Federal laws.
  19. One Time Funding. Contractor acknowledges and understands that ARRA Projects will not be continued with funds appropriated by the State of California after ARRA Funds are expended or are no longer available.
  20. Segregation of Costs. Contractor shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.
  21. Reporting. §1512, FFATA §2. Contractor shall report to its Contracting Entity the data elements required in §23 if Contractor is a Subrecipient or in §24 if Contractor is a Recipient Vendor. No direct payment shall be made to Contractor for providing any

reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §§23 and 24 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. The State may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

22. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor shall report to its Contracting Entity as set forth below.

22.1 Initial Reporting. A Subrecipient shall report the following data elements to its Contracting Entity upon the effective date of the contract:

22.1.1 Subrecipient DUNS Number

22.1.2 Congressional District of Subrecipient

22.1.3 Primary Place of Performance Information, including: Street Address, State, Country, City, Zip code + 4

22.1.4 Subrecipient Officers' Names (Top 5) if all three criteria are met: 1) 80% or more of Subrecipient's annual gross revenue is from Federal contracts, 2) Subrecipient's annual gross revenue from Federal contracts is \$25 million or more, and 3) Subrecipient's officer names are not publicly available.

22.1.5 Subrecipient Officers' Total Compensation (Top 5) if criteria in §23.1.4 met

22.2 Monthly Reporting. A Subrecipient shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:

22.2.1 Job Creation Narrative for both the Subrecipient and the Subrecipient's Vendors

22.2.2 Number of Jobs Created or Retained for both the Subrecipient and the Subrecipient's Vendors

22.2.3 SubAward number or other identifying number assigned by the Subrecipient to each Subrecipient Vendor (this number cannot be a personal identifying number such as a social security number or federal employer identification number)

22.2.4 Vendor name and Zip code + 4 of Vendor's Headquarters for each Subrecipient Vendor; the Subrecipient Vendor's DUNS number may also be provided if available

22.2.5 Subrecipient shall establish reporting deadlines for its Subrecipient Vendors.

23. Recipient Vendor Reporting. A Recipient Vendor shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:
  - 23.1.1 Job Creation Narrative
  - 23.1.2 Number of Jobs Created or Retained
24. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of California may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the notice period. This remedy will be in addition to any other remedy available to the State of California under the Contract, at law or in equity.

#### IRS Guidelines for Administration of QECBs

The terms and conditions of QECBs have been outlined by the IRS. A summary of IRS guidance is below.

- 26 USC § 54A . United States Code Title 26. Internal Revenue Code: Qualified Tax Credit Bonds.  
<http://www.dsireusa.org/documents/incentives/us51f.htm>
- 26 USC § 54D. United States Code Title 26. Internal Revenue Code: Qualified Tax Credit Bonds  
<http://www.dsireusa.org/documents/incentives/us51fb.htm>
- Irs Notice 2009-29. Part Iii - Administrative, Procedural, And Miscellaneous: Qualified Energy Conservation Bond Allocations For 2009  
<http://www.irs.gov/pub/irs-drop/n-09-29.pdf>
- IRS Notice 2010 – 35. Part III - Administrative, Procedural, and Miscellaneous: Direct Payment Subsidy Option for Certain Qualified Tax Credit Bonds and Build America Bonds  
<http://www.irs.gov/pub/irs-drop/n-10-35.pdf>



**APPENDIX H**  
**SPECIAL TERMS AND CONDITIONS**  
**DEPARTMENT OF ENERGY, ENERGY EFFICIENCY**  
**COMMUNITY BLOCK GRANT**

**SPECIAL TERMS AND CONDITIONS**  
**DEPARTMENT OF ENERGY, ENERGY EFFICIENCY COMMUNITY BLOCK**  
**GRANT**

The Department of Energy requires the following section to be added to all EECBG projects.

These specifications are intended for the grant recipient, City of San Diego. Therefore, many of the requirements identified in the subsequent pages are the responsibility of the grantee, the City of San Diego, however the Design Builder shall be required to provide information to the City to comply with these requirements. Also required is Design Builder information on jobs created report that identifies jobs created or retained by the Design Builder as a result of this contract.

The jobs created report requires a calculation all work performed by the Design Builder and all sub-consultants and subcontractors. Jobs created the jobs created calculation is performed by dividing the hours worked by all employees in each quarter by 520. A list of the titles and brief description of work completed would also be required.

**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM**  
**SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS**

**“Flow Down Requirement”**

Subawardees who receive federal funds under an assistance agreement shall comply with the flow down requirements for subawardees specified in the “Special Provisions Relating to Work Funded under American Recovery and Reinvestment Act of 2009” which apply to this award.

Additionally, as required by 10 CFR 600.2(b), 10 CFR 600.236, and 10 CFR 600.237, any new, continuation, or renewal award and any subsequent subaward shall comply with any applicable Federal statute, Federal rule, Office of Management and Budget (OMB) Circular and Government-wide guidance in effect as of the date of such award. These requirements include, but are not limited to the following:

- a. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- b. In addition to 10 CFR 600, Appendix A, Generally Applicable Requirements, the National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm) apply.
- c. 2 CFR 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110).”
- d. OMB Circular A-102, “Grants and Cooperative Agreements with State and Local Governments” Common Rules.
- e. OMB Circular A-21, “Cost Principles for Educational Institutions,” OMB Circular A-87, “Cost Principles for State , Local, and Indian Tribal Governments,” OMB Circular A-122, “Cost Principles for Non-Profit Organizations,” or FAR at 48 CFR Part 31, “Contract Cost Principles and Procedures,” for Profit Organizations, as applicable.
- f. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”
- g. Subawardee Application/proposal as approved by DOE. DE-EE0000877/001

**SPECIAL TERMS AND CONDITIONS**

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**1. RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

**2. AWARD AGREEMENT TERMS AND CONDITIONS**

This award/agreement consists of the Assistance Agreement, plus the following:

- a. Special Terms and Conditions.
- b. Attachments:  
Attachment Number Title
  - 1. Statement of Project Objectives
  - 2. Federal Assistance Reporting Checklist and Instructions
  - 3. Budget Pages (SF 424A)
- c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- d. Application/proposal as approved by DOE.
- e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

**3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS**

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

**4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM**

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system.  
You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

**5. CEILING ON ADMINISTRATIVE COSTS**

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting

**requirements** under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

## **6. LIMITATIONS ON USE OF FUNDS**

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

## **7. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFIT COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.
- b. If actual allowable indirect and fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

## **8. USE OF PROGRAM INCOME**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

## **9. STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## 10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## 11. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: —REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT.||

## 12. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* -This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].||

*Disclaimer:* -This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof.

The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.||

## 13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

**14. LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

The following City of San Diego Activities (1-7) are bounded in compliance with the uploaded and signed Statement of Work. DOE has made a final NEPA determination for the bounded projects, which are categorically excluded from further NEPA review.

Activity 1: Develop an Energy Efficiency and Conservation Strategy

Activity 2: Residential Energy Efficiency Program

Activity 3: Low Income Residential Energy Efficiency Program

Activity 4: Energy Efficiency Retrofits on Balboa Park Buildings

Activity 5: Broad Spectrum Lighting Retrofit Pilot

Activity 6: Municipal Energy Efficiency Retrofits

Activity 7: City of San Diego Climate Mitigation and Adaptation Plan

Any projects submitted for EECBG funding that fall outside the bounds of the signed Statement of Work will require a separate NEPA determination review.

If you intend to make changes to the cope or objective of your project you are required to contact the Project Officer indentified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that which is currently approved.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

**16. HISTORIC PRESERVATION**

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient

activities within that State. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>.

THPO contact information is available at the following link:

<http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

**17. WASTE STREAM**

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

**18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

**19. SUBGRANTS AND LOANS**

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).
- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient Request for Proposal

Appendix G

Post Top Pedestrian Streetlight Conversion Project Design - Build Contract

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DE-EE0000877/001

City of San Diego, CA

8 shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:

- Name of Sub-Grantee
- DUNS Number
- Award Amount
- Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at

<http://www.eere-pmc.energy.gov/forms.aspx>).

## **20. JUSTIFICATION OF BUDGET COSTS**

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Contractual Costs:

1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and

Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

**21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS**

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

**22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit. The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below. Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act. The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015. Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government. Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

##### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized -- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want, disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies: Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to: Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the

Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds. Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:
  - Order the employer to take affirmative action to abate the reprisal.
  - Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
  - Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section. Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector

General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth. Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications With respect to funds made available to State or local governments for Infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a Description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure Investment funding from funds made available by the Act unless this certification is made and posted.

**23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

**24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

\*Special Note: Definitization of the Provisions entitled, —REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009|| and —REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009|| will be done upon definition and review of final activities.

**25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

- (a) *Definitions.* As used in this award term and condition-
  - (1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been-
    - (i) Processed into a specific form and shape; or
    - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
  - (2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities

which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

- (3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

- (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

- (2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable.

The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

- (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal

Government evaluation of the request, including-

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

- (B) Unit of measure;

- (C) Quantity;

- (D) Cost;

- (E) Time of delivery or availability;

- (F) Location of the project;

- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable **upporting** data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

**Description Unit of measure Quantity Cost (dollars)\***

*Item 1:*

Foreign steel, iron, or manufactured good

\_\_\_\_\_

Domestic steel, iron, or manufactured good

\_\_\_\_\_



*Item 2:*

Foreign steel, iron, or manufactured good Domestic steel, iron or manufactured good List name, address, telephone number, email address, and contact for suppliers surveyed.

Attach copy of response; if oral, attach summary. Include other applicable supporting information. \*Include all delivery costs to the construction site.

**26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition-

*Designated country -*

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods -*

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good -*

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been-

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building* and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi- State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- (b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements-
  - (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
  - (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.
- (2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.
- (3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:  
To Be Determined
- (4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that-
  - (i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- (c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including-
- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
    - (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
    - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the

Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.
- (d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison Description Unit of measure Quantity  
Cost (dollars)\***

*Item 1:*

Foreign steel, iron, or manufactured good

\_\_\_\_\_

Domestic steel, iron, or manufactured good

\_\_\_\_\_

*Item 2:*

Foreign steel, iron, or manufactured good

\_\_\_\_\_

Domestic steel, iron, or manufactured good

\_\_\_\_\_

List name, address, telephone number, email address, and contact for suppliers surveyed.

Attach copy of response; if oral, attach summary. Include other applicable supporting information. \*Include all delivery costs to the construction site.

**27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

- (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 —Uniform Administrative Requirements for Grants and Agreements|| and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, -Audits of States, Local Governments, and Non-Profit Organizations,|| recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix —ARRA-|| in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of ncremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT**

**Definitions:** For purposes of this provision, —Davis Bacon Act and Contract Work Hours and Safety Standards Act,|| the following definitions are applicable:

- (1) —Award|| means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) —Contractor|| means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lowertier subcontractors. —Contractor|| does not mean a unit of State or local government where construction is performed by its own employees.||

(3) —Contract|| means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. —Contract|| does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) —Contracting Officer|| means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) —Recipient|| means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) —Subaward|| means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of —Award|| above.

(7) —Subrecipient|| means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered

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

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer 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;
- (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 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, U.S. Department of Labor, Washington, DC 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 the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the 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 Department of Energy or the Recipient or Subrecipient 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 Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social



security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy 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 Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. 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 Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), 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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

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

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency 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 redetermined 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 classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- (6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.
- (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 Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded

Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- (5) 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. 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 Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(c) Recipient Responsibilities for Davis Bacon Act**

- (1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
  - (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
  - (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
  - (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
  - (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
  - (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
  - (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
  - (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

**ATTACHMENT D**  
**CONTRACT FRONT END VOLUME 2**

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L.Cosio-Azar/NB/egz

## CONTRACT DOCUMENTS



## FOR

## POST TOP PEDESTRIAN STREETLIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.: \_\_\_\_\_ K-13-5977-DB1-3-C  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-13139  
CLIENT DEPARTMENT: \_\_\_\_\_ 2115  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
PROJECT TYPE: \_\_\_\_\_ IH

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE OR FEDERAL
- THIS IS A CALIFORNIA ENERGY COMMISSION FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

**THIS PROPOSAL DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY**



**PROPOSAL**

**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.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**PROPOSAL DOCUMENTS**

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**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) Signature (Note: Signature must be made by a general partner)  
\_\_\_\_\_  
  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature, with official title of officer authorized to sign for the corporation:  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title of Officer)  
(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of \_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**PROPOSAL DOCUMENTS**

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**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the “**NOTICE INVITING BIDS**”, the Proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_,

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**PROPOSAL DOCUMENTS**

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**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

**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 )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of 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.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

**CHECK ONE BOX ONLY.**

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

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature Date \_\_\_\_\_

**USE ADDITIONAL FORMS AS NECESSARY**

**PROPOSAL DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

|                  |                |
|------------------|----------------|
| Company Name:    | Contact Name:  |
| Company Address: | Contact Phone: |
|                  | Contact Email: |

**CONTRACT INFORMATION**

|   |             |
|---|-------------|
| Contract Title:                                 | Start Date: |
| Contract Number (if no number, state location): | End Date:   |

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

|                         |           |
|-------------------------|-----------|
| Name/Title of Signatory | Signature |
|-------------------------|-----------|

**FOR OFFICIAL CITY USE ONLY**

|               |              |                                   |   |
|---------------|--------------|-----------------------------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved – Reason: |
|---------------|--------------|-----------------------------------|---|

rev 02/15/2011

**LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation to Bids (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by  
OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

**Design-Build Proposal**

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1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):
5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: \_\_\_\_\_

Design-Builder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**PROPOSAL DOCUMENTS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the construction of **Post Top Pedestrian Streetlight Conversion Project Design-Build Contract**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

| Item   | Quantity | Unit | NAICS  | Payment Reference      | Description  | D** | Unit Price            | Amount       |
|--|----------|------|--------|------------------------|--|-----|-----------------------|--------------|
| 1.   | 1        | LS   | 541330 | Attachment A section 3 | Engineering and Design Services - Reports and As-Builts  | D   | <del>          </del> | \$           |
| 2.   | 1,700    | EA   | 238210 | Attachment A and 307   | Install 70-86 Watt LED Adaptive Controls-Ready Decorative Post Top Street Light Fixtures on Standard Poles   |     | \$                    | \$           |
| 3.   | 1,300    | EA   | 238210 | Attachment A and 307   | Install 70-86 Watt LED Adaptive Controls-Ready Decorative Post Top Street Light Fixtures on Gateway Poles  |     | \$                    | \$           |
| 4.   | 3,000    | EA   | 238210 | Attachment A Section 6 | Remove and Recycle Existing HPS Street Light Fixtures  |     | \$                    | \$           |
| 5.   | 1        | LS   | 541330 | Attachment A Section 3 | Engineering and Design of Adaptive Controls System / mesh Network  | D   | <del>          </del> | \$           |
| 6.   | 3,000    | EA   | 238210 | Attachment A Section 3 | Install Adaptive Controls Wireless Mesh Node with Utility-Grade Meter (+/-2% accuracy)   |     | \$                    | \$           |
| 7.   | 1        | LS   | 238210 | Attachment A Section 3 | Install Gateway Interface and Adaptive Controls System on City-owned Computers.  |     | <del>          </del> | \$           |
| 8.   | 1        | LS   | 541330 | Attachment A Section 3 | Adaptive Controls Commissioning Support and Training   | D   | <del>          </del> | \$           |
| 9.   | 600      | EA   | 238210 | Attachment A and 307   | Install Adapter from 5 pin Nema C136.41 terminal polarized twistlock to a 3 pin Nema C136.10 terminal twist lock on existing cobra head induction fixtures in downtown vicinity map area provided. |     | \$                    | \$           |
| 10.  | 1        | LS   | 237310 | 7-10.2.6               | Traffic Control  |     | <del>          </del> | \$           |
| 11.  | 1        | LS   | 524126 | 2-4.1                  | Bond (Payment and Performance)   |     | <del>          </del> | \$           |
| 12.  | 1        | AL   | 238210 | 9-3.5                  | Contingency – Type II Allowance  |     | <del>          </del> | \$100,000.00 |
| <b>TOTAL FOR PROPOSAL (ITEMS 1 THROUGH 12 INCLUSIVE)</b> |          |      |        |                        |  |     |                       | <b>\$</b>    |

\*\* Design Element (For City Use)

**PROPOSAL DOCUMENTS**

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Total Price For Design-Build Proposal, (items 1 through 12, inclusive) amount written in words:

\_\_\_\_\_

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. \_\_\_\_\_

The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged): \_\_\_\_\_

Design-Builder: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**NOTES:**

- A. The Contract Price to be used in the selection process will be determined as described in Section 5.6 of the RFP.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.

- C. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places, except for GRC Contracts which shall have multipliers expressed to four (4) decimal places.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Unit prices submitted that exceed two (2) decimal places or unit prices calculated by the City in verifying the accuracy of the Proposals shall be cause for deeming the Proposal **non-responsive** and ineligible for further consideration.
- I. Proposals 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.
- J. The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. Failure to acknowledge addenda shall render the Bid **non-responsive** and shall be cause for its rejection.

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR                                  | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|--------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                             |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                             |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                             |  |                              |                                    |

- ① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**



**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR                                  | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | PERCENT VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|--------------|------------------------------|--|------------------------------|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                              |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                              |  |                              |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                         |              |                              |  |                              |                                    |

- ① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of Department of Transportation                  | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA15

Attachment C

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

July 25, 2013

ADDENDUM "1"

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

| <b>NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER</b>                         | <b>MATERIALS OR SUPPLIES</b> | <b>DOLLAR VALUE OF MATERIAL OR SUPPLIES</b> | <b>SUPPLIER (Yes/No)</b> | <b>MANUFACTURER (Yes/No)</b> | <b>MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB<sup>①</sup></b> | <b>WHERE CERTIFIED<sup>②</sup></b> |
|--|------------------------------|---|--------------------------|------------------------------|--|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                              |   |                          |                              |  |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                              |   |                          |                              |  |                                    |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                              |   |                          |                              |  |                                    |

- ① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA25

Attachment D

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

July 25, 2013

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, should have the name, locations (City) and the **PERCENT VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER                                | MATERIALS OR SUPPLIES | PERCENT VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> |
|--|-----------------------|---------------------------------------|-------------------|-----------------------|--|------------------------------|
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                       |                                       |                   |                       |  |                              |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                       |                                       |                   |                       |  |                              |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____ |                       |                                       |                   |                       |  |                              |

① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

|   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

|  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA30

Attachment D

Post Top Streetlight Conversion Project Design - Build Contract

July 25, 2013

ADDENDUM "1"

Post Top Pedestrian Streetlight Conversion Project Design-Build Contract