

City

Ms. Martha McGowin, President
Torres Construction Corp.

0

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____
CITY CONTACT: Claudia Abarca-Contract Specialist, Email: CAbarca@sandiego.gov.
Phone No. 619-533-3439 Fax No. 619-533-3633
SFrick/NB/RIR

**CONTRACT
DOCUMENTS**

COPY



FOR

JOC B12 BUILDING IMPROVEMENTS

VOLUME 1 OF 2

BID NO.: _____ K-13-5869-JOC-3
SAP NO. (WBS/IO/CC): _____ 12001568
CLIENT DEPARTMENT: _____ 2112
COUNCIL DISTRICT: _____ City Wide
PROJECT TYPE: _____ BT

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > ADDITIONAL FUNDING SOURCE REQUIREMENTS AS SPECIFIED IN EACH RFP FOR JOC CONTRACT

BID DUE DATE:

**2:00PM
FEBRUARY 27, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



For City Engineer

1-8-2013

Date

Seal:

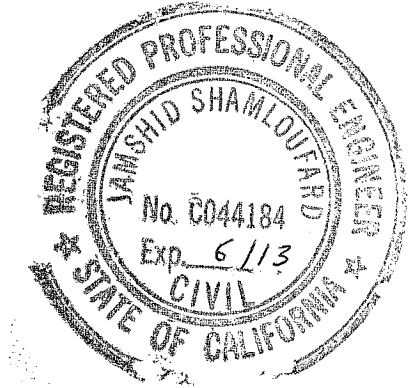


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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **JOC B12 BUILDING IMPROVEMENTS** (Project).
2. **DESCRIPTION OF WORK:** The Work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB) that was developed by the City. The Work will involve the repair, modernization and/or construction of public buildings. Under this contract, the Contractor furnishes all management, documentation, labor, materials, services, and equipment needed to perform the Work for a Job Order Contract (JOC) which is a competitively bid, firm, fixed price, and indefinite quantity contract.

This Notice Inviting Bids and the accompanying documents include City's standard specifications that become effective when specified in the RFP for each JOC Task Order. Therefore, the as-needed information which is highlighted is being provided as a courtesy to the Bidders.

2.1. The Work shall be performed in accordance with:

2.1.1. JOC Task Order RFP and Scope of Work.

3. **EQUAL OPPORTUNITY**

3.1. 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 has incorporated a mandatory subcontractor participation percentage to enhance competition and maximize subcontracting opportunities.
- 4.2. The mandatory subcontracting percentage for the Contract is **10% (inclusive of 5% for SLBE-ELBE firms)** unless specified otherwise by the Task Order RFP.
- 4.3. Final Task Order costs will be included in the calculation.
- 4.4. The Contractor shall maintain a participation level at or above the mandatory percentage continuously throughout the term of the Contract.
- 4.5. The Contractor shall submit as requested, during the term of the contract, a Subcontractor participation report as required by the City detailing the participation levels for each certification and overall by task and overall Contract.

5. PRE-BID MEETING:

- 5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at **10:00 A.M., on February 6, 2013.**
- 5.2.** All potential bidders are encouraged to attend.
- 5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

- 7. CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$4,500,000.**

- 8. LOCATION OF WORK:** The location of the Work is as follows: To be determined based on each task order.

- 9. CONTRACT TIME:** The Work shall be completed within the time, i.e., Working Days specified on the Task Order Notice to Proceed.

- 10. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

- 10.1.** The City has determined the following licensing classification(s) for this contract:

- CLASS B

- 11. 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.

- 12. WAGE RATES:** Prevailing wages are not applicable to this contract unless specified in the RFP for each JOC Task Order.
- 13. INSURANCE REQUIREMENTS:**
- 13.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.
- 13.2.** 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.
- 14. PREQUALIFICATION OF CONTRACTORS:**
- 14.1.** Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:
- <http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>
- 14.2.** 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@sandiego.gov.
- 14.3.** Potential bidders must be prequalified through the City’s Contractor Prequalification Program and receive a Maximum Bidding Capacity of half of the Maximum Contract Amount or greater.
- 14.4.** At no time can the cumulative total dollar value of the work awarded under Task Order authorizations to any individual Contractor exceed the limits for which the Contractor has been pre-qualified.
- 14.5.** If the Contractor is at its total prequalification limit with active work, the Contractor will not be eligible to compete for or be awarded a new Task Order authorization until they have completed and closed the prior Task Order(s), thus reducing the active total dollar value by a margin necessary to be able to compete for or be awarded a new Task authorization within their pre-qualified limit. The contractor may request that their prequalification limit be re-evaluated during the term of the contract.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	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 - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

16. **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.
17. **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.
18. **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.
19. **SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
20. **AWARD PROCESS:**
- 20.1. The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
- 20.2. 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.

- 20.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 21. 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.
- 22. 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.
- 23. QUESTIONS:**
- 23.1.** 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.
- 23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 23.3.** 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.
- 23.4.** 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.
- 24. 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.

- 25. 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.
- 26. 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.
- 26.1.** 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.
- 26.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 26.3.** 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.
- 26.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
- 27. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 27.1.** 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.
- 27.2.** 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.
- 27.3.** A Bid received without the specified bid security will be rejected as being non-responsive.

28. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 28.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 28.2.** 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.
- 28.3.** 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.
- 28.4.** 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.
- 28.5.** 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 28.6.** 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.
- 28.7.** 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.
- 28.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

29. BID RESULTS:

- 29.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a 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.
- 29.2.** 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.

30. THE CONTRACT:

- 30.1.** 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.
- 30.2.** 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.
- 30.3.** 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.
- 30.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 30.5.** 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.

- 31. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid or JOC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

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

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

32.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

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

32.5. 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.

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

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

33. PRE-AWARD ACTIVITIES:

33.1. 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**.

33.2. 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.

34. UNIT PRICE BOOK (UPB):

34.1. The UPB for the duration of this Job Order Contract (JOC) is comprised of the R.S. Means Cost Works online library i.e., www.meanscostworks.com or as developed by the City and incorporated into the Contract Documents.

34.2. Task Order Proposals and reports shall be prepared and submitted as follows:

34.2.1. When R.S. Means Cost Works library has been specified in the SSP:

34.2.1.1. The Contractor shall subscribe to the R.S. Means Cost Works library and shall use the Cost Works estimating software to submit the Unit Detail Report and Unit Summary Report through the RS Means system. For bidding purposes, the contractor may

access the online library on a limited basis by accessing the following website: www.meanscostworks.com.

34.2.1.2. For Task Orders with Prevailing Wage requirements as indicated in the Task Order RFP, use RS Means Cost Works Standard Union Labor Rates in the Task Order Proposals and Task Order Modification Proposals. For Task Orders without Prevailing Wage requirements as indicated in the Task Order RFP, use RS Means Cost Works Open Shop Labor Rates in the Task Order Proposals and Task Order Modification Proposals. Use the RS Means Cost Works pricing for the quarter that corresponds with the RFP issue date. Use the RS Means Cost Works San Diego pricing for all Task Order Proposals. Use RS Means Cost Works “Total O&P” price for all Pre-priced line items. Use the RS Means Cost Works English Measurement System of units and the 2010 Master Format for all Task Order Proposals. The “Total O&P” price will be multiplied by the appropriate Adjustment Factor (Normal Working Hour or Other than Normal Working Hour).

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

34.2.2. When City provided UPB is specified in the SSP, the Contractor shall use the City provided form for bidding purposes.

34.2.3. Prices in the UPB are firm for the entire term of the Contract including Change Orders executed after Contract expiration. RS Means Cost Works pricing data is updated quarterly.

35. BID PRICE SUBMITTAL: Each Bidder shall submit 2 Adjustment Factors on the Price Proposal Forms (Volume 2) which shall apply to Pre-priced and Non-priced work items as follows:

35.1. Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all work items that are constructed during Normal Working Hours (NWH).

35.2. Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all work items that are constructed during Other than Normal Working Hours (ONWH).

35.3. The Adjustment Factors shall be specified to the fourth decimal place (e.g., 1.1234). Failure to express adjustment factors to the fourth decimal place will result in the Bid as being **non-responsive** and ineligible for further consideration.

- 35.4.** The Bidder with the lowest Composite Adjustment Factor (CAF) that meets all of the bid requirements will be considered the Apparent Low Bidder. The Composite Adjustment Factor will be calculated using the following formula:

$$\text{CAF} = (\text{AF1} \times 0.80) + (\text{AF2} \times 0.20)$$

- 35.5.** The calculation used above is not a forecast of the portions of Normal Working Hour or Other than Normal Working Hour work that will be assigned to a JOC contract.

- 35.6.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors as follows:

35.6.1. R.S. Means Cost Data Section 01 21 "Allowances" all line items, which includes but is not limited to: Contingencies, Factors Allowances, Job Conditions Allowances, Overtime Allowances and Taxes.

35.6.2. R.S. Means Cost Data Section 01 31 "Project Management and Coordination" all line items, which includes but is not limited to: Field Personnel, Insurance, Main Offices Expenses, General Contractor's Markup, Installing Contractor's Main Office Expenses, Overhead and Profit and Performance Bond.

35.6.3. R.S. Means Cost Data Section 01 32 "Construction Progress Documentation" all line items.

35.6.4. R.S. Means Cost Data Section 01 74 "Cleaning and Waste Management" all line items.

35.6.5. R.S. Means Cost Data Section 01 76 "Protection of Installed Equipment" all line items.

35.6.6. Overhead, profit, bond premiums, insurance, and mobilization

35.6.7. The cost of doing business in and for the City.

35.6.8. Preparation of all required forms, reports, or documents.

35.6.9. Attendance at Site, Contract, or Project meetings for all staff whether Contractor, Subcontractor, Supplier, or truckers.

35.6.10. Costs to prepare estimates, proposals, submittals, and Shop Drawings.

35.6.11. Purchase and review of Unit Price Books, UPB software, online Cost Works license, or both, code books, The GREENBOOK, The WHITEBOOK, and any other codes or manuals referenced in the Contract Documents.

35.6.12. Labor not directly related to construction such as foremen, superintendents, office staff, safety staff, estimation staff, and project management staff.

- 35.6.13.** Review of Contract and Task Order documents, ordering of materials, preparation of submittals, and preparation, negotiation, and finalization of proposals.
- 35.6.14.** Other costs not directly related to installation or construction of a Task Order line item.
- 35.7.** No allowance or payment will be made later for any prices other than UPB or NPP Item unit prices.
- 36. PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years (730 days) from the Contract Award Date. In preparing a Task Order Proposal, the Contractor shall use the R.S. Means quarterly prices in effect on the date that the **Task** Order RFP is issued or the City provided UPB in the RFP. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.
- 37. CONTRACT PROCEDURE AND TERMS:**
- 37.1.** JOC Contracts are indefinite in quantity and scope at the time of bid. Task Orders will be assigned or issued as the need arises for the Work. The work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders may also include Non-prepriced Items that are not included in the UPB. The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-prepriced Items.
- 37.2.** If awarded, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) worth \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) worth \$4,500,000. The term of the Contract is 24 months or the expenditure of the \$4,500,000 maximum contract amount, whichever comes first. Task Assignment: As the need for work arises, the City will assign Task Orders (Projects) by transmitting a Task Order Scope of Work, scheduling a Joint Scope Meeting at the site and issuing the Contractor a Request for Proposal (RFP) for the Task Order. Once a Task is assigned to a JOC Contract, the JOC Contractor will be required to submit a Task Order proposal and meet all deadlines and timelines established in the contract documents.
- 37.3.** Task Order Proposal: The Contractor shall then develop an estimate for the Task Order scope of work using appropriate PP and NPP Items, prepare a proposal, reports, or both in an electronic format as directed by the City, and submit the Proposal to the City Project Manager within 14 days or less as established in the RFP for the Task Order. Upon receipt of the Contractor's proposal, the City will evaluate the Proposal against the City's estimate of costs for the scope of work. If the Contractor's Proposal is deemed acceptable, the City may issue a Task Order by issuing NTP at the agreed-upon price. If the City does not accept the Proposal, the City and the Contractor may negotiate the proposal until an agreement is reached or the City issues the Task Order.
- 37.4.** Task Order Price: Task Order prices are calculated by selecting applicable construction items from the UPB and multiplying the prices for those construction items by the appropriate quantities and Adjustment Factors in affect as of the date of

the RFP. For construction items not included in the UPB, the JOC Contractor will obtain 2 competitive quotes for the installed price from outside vendors, suppliers or subcontractors and multiply the lowest quote by the appropriate Adjustment factors. The competitive quotes will include labor, material, equipment, and services to install startup and test the item. Competitive quotes are deemed to be valid for 6 months from the time they are received by the City. The City may obtain additional quotes from outside sources for comparison and may use those quotes as a basis for payment. The sum of the appropriate Pre-priced and Non-pre-priced Construction Items multiplied by the appropriate quantities and applicable Adjustment Factor will establish a firm, fixed price for the Task Order. The Contractor will be required to apply the appropriate and actual construction line items and quantities required in the Task Order Scope of Work.

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

38. REQUIRED DOCUMENT SCHEDULE:

38.1. 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.

38.2. 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 DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
6.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and TORRES CONSTRUCTION CORP., herein called "Contractor" for **JOC B12 Building Improvements**; Bid No. **K-13-5869-JOC-3** for a Composite Adjustment Factor of **0.6440** comprised of AF#1 **0.6400** and AF#2 **0.6600**.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled JOC B12 Building Improvements, on file in the office of the City Clerk as Document No. **12001568**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **JOC B12 Building Improvements, Bid Number K-13-5869-JOC-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.
6. The City shall guarantee the Contractor a minimum value of total work (Minimum Contract Amount) worth **\$10,000** up to a potential maximum value of total work (Maximum Contract Amount) worth **\$4,500,000**. The term of the Contract is 24 months or the expenditure of the \$4,500,000 maximum contract amount, whichever comes first.

CONTRACT FORMS (continued)

AGREEMENT

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Tony Heinrichs

By [Signature]

Print Name: Tony Heinrichs
Mayor or designee

Print Name: Mark M. Moore
Deputy City Attorney

Date: 8/20/13

Date: 8/20/13

CONTRACTOR

By [Signature]

Print Name: MARTHA MCGOWIN

Title: PRESIDENT

Date: MARCH 11, 2013

City of San Diego License No.: 82009001706

State Contractor's License No.: 808067

**CALIFORNIA
ALL PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Los Angeles } SS.

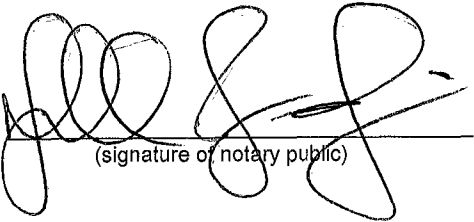
On March 11, 2013 before me, Lillie Jeannette Gracia, Notary Public,
(insert name and title of the officer)

personally appeared Martha McGowin,
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 of notary public)

(seal)

**CONTRACT/AGREEMENT
ATTACHMENTS**

Bond Number: \$58703181
Premium: \$20,000.00
Executed In Triplicate

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TORRES CONSTRUCTION CORP., a corporation, as principal, and
Western Surety Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$2,250,000.00)
for the faithful performance of the annexed contract, and in the sum of TWO MILLION TWO
HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$2,250,000.00) for the benefit of
laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **JOC B12 Building Improvements, Bid Number K-13-5869-JOC-3**, 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.

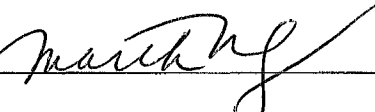
CONTRACT ATTACHMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated March 6, 2013

Approved as to Form and Legality

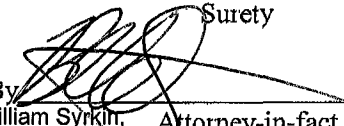
Torres Construction Corp
Principal

By 
MARTHA MCGOWIN
Printed Name of Person Signing for Principal

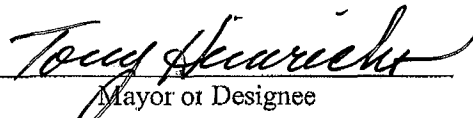
Jan I Goldsmith, City Attorney

By 
Deputy City Attorney

Western Surety Company
Surety

By 
William Syrkin, Attorney-in-fact

Approved:

By 
Mayor or Designee

6300 Canoga Avenue, Suite 1150W
Local Address of Surety

Woodland Hills, CA 91367
Local Address (City, State) of Surety

(818) 713-2031
Local Telephone No. of Surety

Premium \$ \$20,000.00

Bond No. 58703181

**CALIFORNIA
ALL PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Los Angeles } SS.

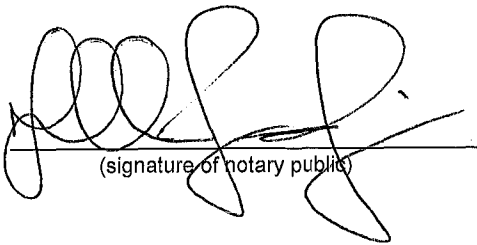
On March 11, 2013 before me, Lillie Jeannette Gracia, Notary Public,
(Insert name and title of the officer)

personally appeared Martha McGowin,
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 of notary public)

(seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

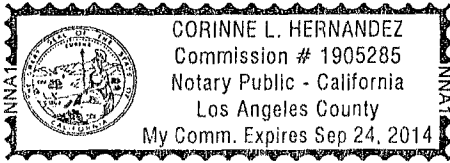
On March 6, 2013
Date

before me, Corinne L. Hernandez, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



Place Notary Seal Above

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

Corinne L. Hernandez
Signature of Notary Public

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: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Western Surety Company

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2012.



WESTERN SURETY COMPANY

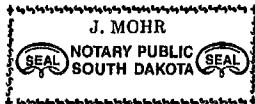
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of March, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: JOC B12 BUILDING IMPROVEMENTS

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;

TORRES CONSTRUCTION CORP.
(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 MARTHA MCGOWIN

Title PRESIDENT

CONTRACTOR CERTIFICATION

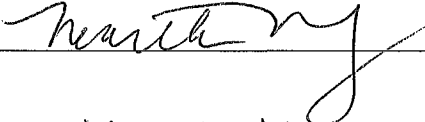
AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: JOC B12 Building Improvements

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;

TORRES CONSTRUCTION CORP.
(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 MARTHA MCGOWIN
Title PRESIDENT

CONTRACTOR CERTIFICATION

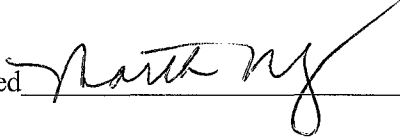
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: JOC B12 BUILDING IMPROVEMENTS

I declare under penalty of perjury that I am authorized to make this certification on behalf of TORRES CONSTRUCTION CORP., 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 11TH Day of MARCH, 2013.

Signed 

Printed Name MARTHA MCGOWIN

Title PRESIDENT

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:

JOC B12 BUILDING IMPROVEMENTS

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-13-5869-JOC-3**; SAP No. (WBS/IO/CC) **12001568**; 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 or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Engineering and Capital Projects, Field Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____
 Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
 for construction of _____
 in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier _____ Yours truly,

 Signature of Supplier _____ Address

Phone Number: _____

FUNDING AGENCY PROVISIONS

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. NONDISCRIMINATION PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND PROJECTS:

2.1. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

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

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

3. EQUAL OPPORTUNITY CLAUSES:

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

1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.
2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
3. The “Equal Opportunity Clause” (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the “Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of \$2,000 or more.
4. Age Discrimination Act of 1975, Pub. L. 94-135.
5. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.
6. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).
7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
8. Women’s Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

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

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

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions

have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities, participate in training programs for the area, or both which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 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.

5. VIOLATION OR BREACH OF REQUIREMENTS:

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

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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

7. RECORDS OF PAYMENTS TO DBEs:

- 7.1. The Contractor shall maintain records and documents of payments to DBEs for 5 years following the NOC. These records shall be made available for inspection upon

request by any authorized representative of the City, DOT, or both. The reporting requirement shall be extended to any certified DBE Subcontractor.

8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 8.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- 8.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 8.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages 11 through 35 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.
- 8.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 8.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 8.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
- 8.8.** The Aviation Safety and Capacity Expansion Act of 1990, provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

9. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

- 9.1.** 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/dlstr/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.

9.2. 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.

9.3. 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.

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

- [Wage Determination Number]
- [Modification Number]
- [Publication Date]

The required wage information may be accessed and downloaded from:
<http://www.wdol.gov/>

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

11.1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

11.2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to

this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- 11.3.** The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 11.4.** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 11.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

12. FEDERAL LABOR STANDARDS PROVISIONS:

Federal Labor Standards Provisions

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

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

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

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

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

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

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

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

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

Previous editions are obsolete

form HUD-4010 (06/2009)

ref. Handbook 1344.1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

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

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

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

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

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

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

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

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

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

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

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

Applicability

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 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 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.

14. AGENCY SPECIFIC PROVISIONS:

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

14.1. All EPA Funded Contracts:

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

recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

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

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

14.1.2. For contracts subject to CWSRF, refer to Subsection 1, "All EPA Funded Contracts" above and the following:

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

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

1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs. SBA's database is <http://www.ccr.gov/>
2. For additional assistance, the Contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The

Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. There are contact phone numbers listed in Step 3 that will assist you in reaching the 2 offices if the Internet is unavailable. Do not write to these sources.

3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE Subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
4. Include qualified DBEs on solicitation lists (CWSRF Form 1) and record the information. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:
 1. <http://www.sba.gov>
 2. <http://www.ccr.gov>
 3. <http://www.mbda.gov>
5. If DBE sources are not located, explain why and describe the efforts made.
6. The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of the Work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of GFE shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
7. A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all Subcontractors, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form 5. If a low bid was not accepted, an explanation shall be provided.
8. See “DBE Potential Resources Centers” Section in a later part these specifications.

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

14.1.6. For contracts subject to SDWSRF, refer to Subsection 1, “All EPA Funded Contracts” above and the following:

1. Each Bid shall include submission of Disadvantaged Business Enterprise Information Form, identifying each proposed Subcontractor and Supplier for the Project.
2. Using the Disadvantaged Business Enterprise Information Form, the Bidder shall provide the following information for each proposed Subcontractor and Supplier:

1. firm's name;
 2. contact person;
 3. entity's mailing address;
 4. telephone number;
 5. e-mail address;
 6. the procurement on which the proposed Subcontractor and Supplier quoted, and when; and
 7. proposed Subcontractor and Supplier status as a DBE or non-DBE.
3. The Apparent Low Bidder shall submit documentation showing that, prior to Bid opening, the required GFE were made. The documentation shall be received by the City within **4 Working Day** following Bid opening, except the Disadvantaged Business Enterprise Information Form, which is to be submitted with the Bid. Failure to submit Disadvantaged Business Enterprise Information Form with the Bid will cause the Bid to be rejected as **non-responsive**.
4. If the Apparent Low Bidder is rejected or considered as non-responsive or has any non-responsive low DBE Subcontractor, a complete explanation must be provided to the City.
5. Using Attachment B (Verification of Qualification), Apparent Low Bidder shall provide evidence of certification by a federal, state, or local government entity for each DBE firm to be utilized. Such certification documentation shall be submitted within **4 Working Day** following bid opening.
6. If additional procurement becomes necessary after the Award of the Contract, the GFE shall be applied, and, if DBE Subcontracts are awarded, Attachment B (Verification of Qualification) shall be provided to the City by the Contractor within **10 Working Days** following the award of each new Subcontract.
7. Any deviation from the information contained in Disadvantaged Business Enterprise Information Form shall not result in a reduction of DBE participation without prior approval of the City.
8. Failure of the Apparent Low Bidder to perform the 6 affirmative GFE steps prior to Bid opening, to submit Disadvantaged Business Enterprise Information Form with its bid, or both will lead to Bid being declared **non-responsive**. The City may then award the contract to the next low responsive, responsible Bidder meeting the requirements of these contract provisions.
9. The Contractor shall provide each proposed Subcontractor and Supplier copies of EPA Form 6100-2 and EPA Form 6100-3.

10. See “DBE Potential Resources Centers” Section in a later part these specifications.

14.1.7. Semiannual DBE Utilization Reporting:

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

14.2. HUD Requirements

14.2.1. Affirmative Good Faith Effort Steps shall include the steps listed at 24 CFR 85.36(e)(2), set forth below:

1. Placing qualified DBE business enterprises on solicitation lists;
2. Assuring that DBE business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBE business enterprises;
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the Subcontractors to take the affirmative steps listed in this section.
7. See “DBE Potential Resources Centers” Section in a later part these specifications. Include a completed copy of the form AA61, “List of Work Made Available” with the GFE documentation.

14.3. FHWA Requirements (Contracts via Caltrans)

14.3.1. The Bidders’ attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.

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

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

14.3.4. See the DBE Special Notice for the Subcontracting Participation requirements.

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

14.3.6. The Contractor shall complete the following forms and shall submit the forms in accordance with the Caltrans Standard Specifications:

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

14.4. DOE Requirements:

14.4.1. 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.

14.4.2. 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.

14.5. DOI Funded Contracts:

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

14.5.2. Affirmative GFE steps shall include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Subcontractors, if subcontracts are to be let, to take the affirmative steps listed in this section.
7. DBE Potential Resources Centers. See “DBE Potential Resources Centers.” Include a completed copy of the form AA61, “List of Work Made Available” with the GFE documentation.

14.6. FAA Funded Contracts:

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

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

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

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

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

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

14.6.6. The Bidder Proposer shall meet the UDBE goal shown in the Notice to Bidders or Proposers or demonstrate that it made adequate GFE to meet this goal. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

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

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

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

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

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

14.6.11. Subcontracting Participation Goals:

1. The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. To support its Equal Opportunity Contracting commitment, the City has implemented a race-conscious and race neutral project specific goal methodology required for all FAA funded projects.
2. The Bidder is required to meet the Project specific goals for UDBE's as outlined in the DBE Special Notice or satisfy good faith documentation requirements.
3. The Bidder shall make good faith efforts, as defined in these specifications to meet the contract goal for DBE participation in the performance of this contract.

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

15. DBE POTENTIAL RESOURCES CENTERS:

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

15.7. A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62/5 If a low bid was not accepted, an explanation shall be provided.

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

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

15.9. State Agencies (optional contacts):

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

Notes:

1. PRO-Net new database is the SBA’s electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA.
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.

5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public.

16. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

16.2. For information on adequate GFE to meet the Contract specified percentages refer to the document titled "GUIDANCE FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" incorporated in this contract for information. This document is available from the EOCP's web site.

16.3. 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. _____

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

17. FORMS:

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

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

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

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

3. CDPH SDWSRF DBE Information Form

17.3. The following CWSRF forms in Volume 1 shall be completed and submitted within 4 Working Days of the Bid opening. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. CWSRF Form 1: Good Faith Effort List of Subcontractors Solicited
2. CWSRF Form 2: Good Faith Effort Bids Received List
3. CWSRF Form 3: Contractor Certification shall be completed and submitted 4 Working Days after Bid opening.
4. CWSRF Form 4: Prime Contractor/Recipient Selected DBEs
5. CWSRF Form 5: Summary of Bids Received from Subcontractors
6. Form AA61: List of Work Made Available

17.4. The following SDWSRF form in Volume 1 shall be completed and submitted within 4 Working Days of the Bid opening. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

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

18. ATTACHMENTS:

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

10. CWSRF Form 3: Contractor Certification shall be completed and submitted 4 Working Days after Bid opening. (Volume 1)
11. CWSRF Form 4: Prime Contractor/Recipient Selected DBEs (Volume 1)
12. CWSRF Form 5: Summary of Bids Received from Subcontractors (Volume 1)
13. SDWSRF: DBE Information Form (Volume 1)
14. SDWSRF: Verification of Qualification (Volume 1)
15. SDWSRF: MBE/WBE Utilization (Volume 1)
16. DBE Policy Statement For FAA Contracts Only
17. Attachment A Final Report – Utilization of DBE, First Tier Subcontractors (Volume 1)
18. Attachment B Monthly DBE Trucking Verification (Volume 1)
19. Attachment C Local Agency Bidder UDBE Commitment (Construction) (Volume 1)
20. Attachment D Subcontracting Request (Volume 1)
21. Attachment E DBE Information-Good Faith Effort(Volume 1)
22. Attachment F DBE Certification Status Change (Volume 1)
23. Attachment G FHWA PR-1391 (Volume 1)

FUNDING AGENCY PROVISIONS

ATTACHMENTS



Environmental
 Protection Agency

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

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	BID/PROPOSAL NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<p>_____</p> <p>Subcontractor Signature Title/Date</p>		

¹Subcontractor is defined as companies, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance

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

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

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

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

PART II. MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

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

Type of product or service codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

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

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

Instructions:

A. General Instructions:

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

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

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

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

B. Definitions:

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

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

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

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

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

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

Good Faith Efforts

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

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.

3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the Good Faith Effort outlined here.

C. Instructions for Part I:

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2010 falls within Federal fiscal year 2011**)
- 1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.
- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

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

- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance

and the person to contact concerning this report.

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

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

- 4b. Refer back to Assistance Agreement document for this information.
- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

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

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

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

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

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

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

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

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

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).

6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management.**

Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

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

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

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
SAFE DRINKING STATE REVOLVING FUND PROGRAM
MBE/WBE UTILIZATION
FOR COMPLIANCE WITH
FEDERAL SDWSRF REQUIREMENTS**

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

1A. FEDERAL FISCAL YEAR 20____		1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).																			
1C. REVISION OF A PRIOR REPORT? <input type="checkbox"/> Yes <input type="checkbox"/> No Year: _____ Quarter: _____		BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING: 																			
2A. SUBMIT REPORT TO: Safe Drinking Water State Revolving Fund Program MBE/WBE Coordinator (MS 7418) 1616 Capitol Avenue P.O. Box 997413 Sacramento, CA 95899-7413		3A. SDWSRF FUNDING RECIPIENT NAME AND ADDRESS 																			
		3B. SDWSRF FUNDING AGREEMENT NUMBER: 																			
2B. STATE CONTACT Mally Vue (mally.vue@cdph.ca.gov)	2C. PHONE/FAX: (916) 449-5600 (916) 449-5656	3C. RECIPIENT REPORTING CONTACT: Name: E-mail:	3D. PHONE: Fax:																		
4A. TOTAL SDWSRF FUNDING ASSISTANCE AMOUNT SDWSRF LOAN: \$ _____ SDWSRF GRANT: \$ _____		4B. If NO procurement and NO accomplishments were made this reporting period, check and skip to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs. <input type="checkbox"/>																			
4C. Total Procurements and MBE/WBE Accomplishments This Reporting Period (Only include amount not reported in any prior reporting period) Were procurements made under this SDWSRF funding assistance during this reporting period? Yes <input type="checkbox"/> No <input type="checkbox"/> Total procurement made with SDWSRF funding assistance during this reporting period: Amount \$ _____ Actual MBE/WBE Accomplishment with SDWSRF funding assistance during this reporting period:																					
<table border="1"> <thead> <tr> <th></th> <th><u>Construction</u></th> <th><u>Equipment</u></th> <th><u>Services</u></th> <th><u>Supplies</u></th> <th><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$WBE:</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </tbody> </table>					<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$WBE:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																
\$MBE:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____																
\$WBE:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____																
5. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.) 																					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE																			
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE																			

Use for EPA FORM 5700-52A

**CDPH SDWSRF
MBE/WBE UTILIZATION REPORT
FOR COMPLIANCE WITH FEDERAL SDWSRF FUNDING REQUIREMENTS**

A. WATER SYSTEM NAME:		B. PROJECT TITLE		C. SDWSRF LOAN NUMBER		D. CLAIMS SUBMITTED From _____ to _____ (date) (date)	
1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award:	5. Type of Product or Services (Enter Code)	6. MBE/WBE Contractor or Subcontractor/Vendor Firm/Contact/Phone
Water System	Contractor	Minority	Women				
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:

Type of product or service codes			
1 = Construction	2 = Supplies	3 = Services	4 = Equipment

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

CDPH MBE/WBE UTILIZATION FORM (Use for EPA 5700-52)

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

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 1

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)
“GOOD FAITH” EFFORT LIST OF SUBCONTRACTORS SOLICITED**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)

Form with information required to be submitted with the AOA package.

**Clean Water State Revolving Fund Loan Program DBE Instructions
FORM 2**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)
"GOOD FAITH" EFFORT BIDS RECEIVED LIST**

Contractor Name	Category (DBE)	Task Description	Bid Amount	Selected (Check)	Explanation for Not Selecting

Form with information required to be submitted with the AOA package.
January 2009

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 3

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

CONTRACTOR CERTIFICATION

Firm Name: _____	Phone: _____
-------------------------	---------------------

Address: _____

Principal Service or Product: _____ **Bid Amount \$** _____

PLEASE INDICATE PERCENTAGE OF OWNERSHIP

DBE _____ % Ownership

Prime Contractor

Supplier of Material/Service

Subcontractor

Broker

Sole Ownership

Corporation

Partnership

Joint Venture

Certified by: _____ **Title:** _____

DBE Sub (ORIGINAL SIGNATURE AND DATE REQUIRED)

Name: _____ **Date:** _____

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

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

January 2009

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

PRIME CONTRACTOR/RECIPIENT

SELECTED DISADVANTAGE BUSINESS ENTERPRISE (DBE)

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

***Negative reports are required. ORIGINAL SIGNATURE AND DATE REQUIRED. Failure to complete and submit this form within 4 Working Days of bid opening will cause bid to be rejected as non-responsive.**

January 2009

Clean Water State Revolving Fund Loan Program DBE Instructions

FORM 5

**SUMMARY OF BIDS RECEIVED FROM SUBCONTRACTOR,
SUPPLIERS, AND BROKERS (DBE & NON-DBE)**

THIS SUMMARY IS PREPARED BY THE PRIME CONTRACTOR

Type of Job	Company Name	Selected	Bid Amount	DBE	NON-DBE	Explanation for Not Selecting

List type of jobs alphabetically, from low to high in each category and selected low bidder.

January 2009

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

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

PRIME CONTRACTOR INFORMATION

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

SUBCONTRACTOR INFORMATION

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

SUBCONTRACTING PARTICIPATION PERCENTAGES FOR MBE & WBE PARTICIPATION

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

FORM COMPLETED BY:		
NAME	TITLE	PHONE
SIGNATURE	DATE	EMAIL

DBE Contractor Information Form (06/09 rev)

Additional pages attached

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

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

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

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

¹Refer to definitions on next page.

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

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

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

MINORITY INDIVIDUALS INCLUDE:

(a) American Indians

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

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

(b) Black Americans

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

(c) Asian Americans

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

(d) Hispanic Americans

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

(e) American Eskimos and American Aleuts

CDPH MBEWBE Verification Form (11/2010 mv)

DBE POLICY STATEMENT FOR FAA CONTRACTS

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

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

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

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

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

Deputy Director, Airports Division

Date: _____

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

ADA Notice

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

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$				TOTAL	\$	\$	

DBE

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

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

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
MONTHLY DBE/UDBE TRUCKING VERIFICATION
 CEM-2404(F) (rev 03/2009)

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

COPY DISTRIBUTION: ORIGINAL – RESIDENT ENGINEER COPY – Civil Rights

For individual with sensory disabilities, this document is available in alternate formats. For information call (916) 654-3880 or

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

INSTRUCTIONS

In the Amount Paid to DBE and UDBE truckers' column, the contractor must show the dollar amount paid to:

(2) DBE and UDBE trucking companies using trucks it owns, insures and operates. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.

(3) DBE and UDBE trucking companies who lease from other UDBE and DBE trucking companies or owner operators. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.

In the "Amount Paid to DBE/UDBE for lease arrangement with non-DBE/UDBE" column, the contractor must show the dollar amount paid to the DBE and UDBE who leases trucks from non-DBE firms. Include only the amount for the fee or commission received as a result of the lease arrangement.

Both columns should total at the bottom under "Total Amount Paid."

In the "Transportation Arrangement" column all that are applicable must be checked.

The prime contractor or its representative must sign, including the individual's title and the date, certifying that the information provided on the form is complete and accurate.

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

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

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

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

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

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

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

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

SUBCONTRACTING REQUEST

DC-CEM-1201 (REV. 5/2012)

		REQUEST NUMBER
CONTRACTOR NAME		COUNTY
BUSINESS ADDRESS		ROUTE
CITY AND STATE		CONTRACT NUMBER
ZIP CODE		FEDERAL AID PROJECT NUMBER. (from special provisions)

SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF: (See Categories Below)			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
			1	2	3		

Categories: 1 Specialty 2 Listed Under Fair Practices Act 3 Certified DBE/UDBE/DVBE

I Certify That:
 • The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
 • If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract. Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE
-------------------------------	-------------

This section is to be completed by the Resident Engineer

1. Total of bid items	\$
2. Specialty items previously approved (if applicable, see Note in the instructions)	\$
3. Specialty items this request (if applicable, see Note in the instructions)	\$
4. Total (lines 2+3)	\$
5. Contractor must perform with own forces (lines 1 minus 4) x _____ %	\$
6. Bid items previously subcontracted	\$
7. Bid items subcontracted (this request)	\$
8. Total (lines 6+7)	\$
9. Balance of work Contractor to perform (lines 1 minus 8)	\$

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

COPY DISTRIBUTION: Original - Contractor Copy - Resident Engineer Copy - District Construction Office Copy- OBEO – smallbusinessadvocate@dot.ca.gov or FAX to (916) 324-1949

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SUBCONTRACTING REQUEST

CEM-1201 (REV. 5/2012)

INSTRUCTIONS

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

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

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

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

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

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

EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE
 CEM-2403F (REV 7/2012)

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CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT \$	
The Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/decertification letter in accordance with the Special Provisions						
CONTRACT ITEM NO.	FIRM NAME AND BUSINESS ADDRESS		BUSINESSPHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
Comments:						
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT						
CONTRACTOR REPRESENTATIVE SIGNATURE			TITLE	BUSINESS PHONE NUMBER	DATE	
TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT						
RESIDENT ENGINEER				BUSINESS PHONE NUMBER	DATE	

COPY DISTRIBUTION: Original – OBEO – email smallbusinessadvocate@dot.ca.gov or FAX to (916) 324-1949 Copy – Contractor Copy – District Construction Copy – Resident Engineer

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

CEM-2403F (REV 7/2012)

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

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

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

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

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

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

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

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

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2013

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

JOB CATEGORIES	TABLE A														TABLE B							
	TOTAL EMPLOYED		TOTAL/RACIAL/ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
TRUCK DRIVERS																						
IRONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTER/PLUMBERS																						
PAINTERS																						
LABORERS-SEMI SKILLED																						
LABORERS-UNSKILLED																						
TOTAL																						

TABLE C (Table B data by racial status)

APPRENTICES																						
OJT TRAINEES																						

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY: (Signature and Title of State Highway Official)	11. DATE

Form FHWA-1391 (Rev. 06-10)

PREVIOUS EDITIONS ARE OBSOLETE

LOCAL AGENCY NOTIFICATION TO CONTRACTOR

INSTRUCTIONS FOR COMPLETING FEDERAL HIGHWAY ADMINISTRATION (FHWA) PR-1391 FORM

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

WHO MUST REPORT:

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

REPORT DATA:

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

DUE DATE:

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

DEFINITION OF TERMS:

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

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

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

MECHANICS: Equipment service and maintenance personnel.

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

LABORERS, UNSKILLED: All non-classified laborers.

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

BLOCK ENTRIES

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

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

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

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

1. PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
2. DATE – Enter the date the Contractor’s Representative signed this form.
3. REVIEWED BY – Signature and Title of Local Agency Official reviewing data.
4. DATE – Enter the date the Local Agency Official signed this form.

Insurance Company Agent for Service of Process in California:

Name	Agency
Street Number	Street Number
City and State	City and State
Telephone No.	Telephone No.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and financial rating of at least Class VII in accordance with the most current Best's Rating.

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF [INSERT PROJECT TITLE]

Type of Insurance: Workers' Compensation Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Consulting Engineer, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

Name Insured (Contractor) Insurance Company

Street Number Street Number

City and State City and State

By _____
(Company Representative)

State of _____)

County of _____)

On this ____ day of _____, 20__, before me personally came _____ to be known, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurance Endorsement
(Workers' Compensation) - 1 of 1

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF [INSERT PROJECT TITLE]

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued to the below stated company in conformance with the requirements of Section 7-1.12 of the Standard Specifications and are in force at this time:

Limits of Liability

POLICY EXPIRATION In Thousands (000)

NUMBER DATE Each Occurrence Aggregate

A. GENERAL LIABILITY

Bodily Injury \$
Property Damage \$
Bodily Injury and Property Damage Combined \$
Personal Injury \$

B. AUTOMOBILE LIABILITY

Bodily Injury (Each Person) \$
Bodily Injury (Each Occurrence) \$
Bodily Injury and Property Damage Combined \$

C. EXCESS LIABILITY

Bodily Injury and Property Damage Combined \$

The following types of coverage are included in said policies (indicated by “X” in space):

A GENERAL LIABILITY:

Comprehensive Form	YES _____	NO _____
Premises-Operations.....	YES _____	NO _____
Explosion and Collapse Hazard.....	YES _____	NO _____
Underground Hazard	YES _____	NO _____
Products/Completed Operations Hazard	YES _____	NO _____
Contractual Insurance.....	YES _____	NO _____
Broad Form Property Damage Including		
Completed Operations.....	YES _____	NO _____
Independent Contractors.....	YES _____	NO _____
Personal Injury	YES _____	NO _____

B. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading		
and Unloading	YES _____	NO _____
Owned	YES _____	NO _____
Hired.....	YES _____	NO _____
Non-Owned	YES _____	NO _____

C. EXCESS LIABILITY

Umbrella Form	YES _____	NO _____
Other than Umbrella Form	YES _____	NO _____

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF [INSERT PROJECT TITLE]

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: The City, its officers and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respects operations of the named insured, his Contractors, and Subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or pro-rated by the existence of such other insurance.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the section entitled, "Indemnity", in the Special Provisions of the above-referenced contract except those matters set forth in the fourth paragraph thereof.

This endorsement does not increase the Company's total limits of liability.

Name Insured (Contractor)	Insurance Company
Street Number	Street Number
City and State	City and State

By _____
(Company Representative)

State of _____)

SEE NOTICE ON PAGE 2 of 2

County of _____)

On this ____ day of _____, 200 , before me personally came _____ to be known who being duly sworn, did depose and say: That _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

Insurance Endorsement
(Liability) - Page 1 of 2

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

Insurance Endorsement
(Liability) - Page 2 of 2

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Engineering and Capital Projects, Field Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____
 Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
 for construction of _____
 in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier _____ Yours truly,

 Signature of Supplier Address

Phone Number: _____

CALTRANS STANDARD SPECIFICATIONS

CITY OF SAN DIEGO'S MODIFICATIONS TO SECTIONS 1 THROUGH 9 AND SECTIONS 12 AND 14 OF THE CALTRANS STANDARD SPECIFICATIONS AND ITS AMENDMENTS AND UPDATES

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions", of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in these special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. Conflicts shall be addressed as follows:

- a) In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.
- b) In case of conflict between the Standard Specifications and these special provisions, these special provisions shall control.
- c) If there is a conflict in the General Provisions i.e., between these special provisions and the City's standard specifications, the latter shall control.
- d) If there is a conflict between the procedures and requirements described in Caltrans's Local Assistance Procedures Manual (LAPM) and the City's standard specifications, the LAPM shall control.

Sections 1 through 9, Section 12, and Section 14 of the Standard Specifications dated May, 2006, State of California, Department of Transportation (Caltrans) are modified by the special provisions that follow.

SECTION 1 - DEFINITIONS AND TERMS (SPECIFICATIONS AND PLANS)

1-1.01 GENERAL – ADD the following:

Section 1 includes general rules of interpretation. Caltrans is gradually standardizing the style and language of the specifications. The new style and language includes:

1. Use of:
 - 1.1. Imperative mood
 - 1.2. Introductory modifiers
 - 1.3. Conditional clauses
2. Elimination of:

- 2.1. Language variations
- 2.2. Definitions for industry-standard terms
- 2.3. Redundant specifications
- 2.4. Needless cross-references

The use of this new style does not change the meaning of a specification not yet using this style. Sections 1 through 9 include general specifications applicable to every contract unless specified as applicable under certain conditions. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

Omission of "a," "an," and "the" is intentional. These articles have been omitted in some specifications for streamlining purposes. Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity. A plural term includes the singular. All items in a list apply unless the items are specified as choices. Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Reserved," or "Not Used" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

ADD: 1-1.031 ATTORNEY GENERAL - Wherever used in the Standard Specifications shall refer to City Attorney.

ADD: 1-1.081 CITY - The City of San Diego, a chartered municipal corporation of the State of California.

ADD: 1-1.082 CITY COUNCIL OR COUNCIL - The City Council of the City of San Diego, the governing body created by law and the awarding authority of the City of San Diego, acting either directly or through its duly appointed officials.

ADD: 1-1.083 MAYOR - Refer to Section 1-1.18, "Engineer."

1-1.13 DEPARTMENT OF TRANSPORTATION OR DEPARTMENT – DELETE and SUBSTITUTE the following:

Whenever used in the Standard Specifications, refers to the City of San Diego, except when used in reference to test methods of, or to denote publications or designate the mailing address of an agency of the State of California.

1-1.15 DIRECTOR OF TRANSPORTATION OR DIRECTOR - DELETE and SUBSTITUTE the following:

Whenever used in the Standard Specifications refers to the Mayor or Designee.

ADD: 1-1.17 DIVISION OF MEASUREMENT STANDARDS - Wherever used in the Standard Specifications, shall refer to the Department of Agriculture - Weights and Measures of the County of San Diego.

ADD: 1-1.221 GENERAL PROVISIONS - Sections 1 through 9 (as modified herein) of the Standard Specifications dated May, 2006, State of California, Department of Transportation, and Part 1 of Standard Specifications for Public Works Construction and its City Supplements and Supplementary Special Provisions.

1-1.25 LABORATORY - DELETE and SUBSTITUTE the following:

The established laboratory authorized by Engineer to test materials used in the Work.

1-1.26 LIQUIDATED DAMAGES - DELETE and SUBSTITUTE the following:

The amount prescribed in the Specifications, pursuant to the authority of Public Cont Code §10226, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in these special provisions.

ADD: 1-1.27.1 NOTICE TO BIDDERS – A Contract Document that provides a general work description, Bidder and Bid specifications, and the time and location the City receives Bids. See Notice Inviting Bids.

1-1.39 STATE OF CALIFORNIA OR STATE – ADD the following:

As used in these specifications relative to the contract administration refers to the City of San Diego.

1-1.40 STATE CONTRACT ACT - DELETE and SUBSTITUTE the following:

Chapter 1, Division 2, of the Public Contract Code. The provisions of this act are not applicable to this contract.

ADD: 1-2.01 REFERENCES - Where Standard Specifications refer to the Special Provisions to describe the Work, interpret the reference as a reference to the Bid Item List, the Special Provisions, or both. Interpret a reference to a section of the Standard Specifications as a reference to the Standard Specifications as revised by any amendment, special provision, or both. A reference within parentheses to a law or regulation is included in the Contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist. Where the version of a referenced document is not specified, use the current version in effect on the date of the Notice Inviting Bids. A reference to a subsection includes the section's general specifications of which the subsection is a part. A code not specified as a Federal code is a California code.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL – ADD the following:

In conformance with Public Contract Code §7106, a Noncollusion Affidavit is included in the bidding documents. Signing the Bid shall also constitute signature of the Noncollusion Affidavit.

Failure of the Bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed Bid documents, where applicable,

may subject the Bidder to a determination of the Bidder's responsibility in the event it is the Apparent Low Bidder on future public works contracts.

ADD: 2-1.011 CITY's DBE PROGRAM – This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The City of San Diego will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The City's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the City of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the Bidder shall include this assurance.

Bidders shall be fully informed with respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- a) DBE shall be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- b) DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- c) DBE joint venture partner shall be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner shall share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest;
- d) DBE shall perform a commercially useful function, i.e., shall be responsible for the execution of a distinct element of the work and shall carry out its responsibility by actually performing, managing and supervising the work;
- e) DBEs shall be certified by California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - i. The Caltrans "Civil Rights" web site at: <http://www.dot.ca.gov/hq/bep>.

- ii. The Caltrans DBE Directory. This Directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;
- f) When reporting DBE participation, Bidders may count the cost of materials or supplies purchased from DBEs as follows:
- i. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - ii. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2., if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
 - iii. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- g) When reporting DBE participation, Bidders may count the participation of DBE trucking companies as follows:
- i. The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - ii. The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - iv. The DBE may lease trucks from another DBE firm including an owner-operator, who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the

contract.

- v. The DBE may also lease trucks from a non-DBE firm including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
- vi. For the purposes of this paragraph G, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- h) Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- i) The Contractor shall maintain records of all Joint Venture participation if this participation is all or a part of obtaining the DBE goals. Such records shall show the specific work actually performed by the DBE and the dollar amount actually received. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor and Joint Venture.
- j) The DBE Joint Venture participants in response to the DBE goals of this contract shall perform the work for which they are responsible unless prior written authorization is received from the Engineer.
- k) Authorization to use other forces may be requested for the reasons listed in §5-1.13A, 1 - 6 above. The Contractor/Joint Venture shall not be entitled to any payment for work listed to be performed by the DBE joint venture which is not so performed unless prior written permission has been received from the Engineer.

2-1.015 FEDERAL LOBBYING RESTRICTIONS - §1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- c) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).-This project is subject to Title 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a firm that meets the definition of DBE.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Contract Documents or demonstrate that you made adequate Good Faith Efforts to meet this goal.

It is the your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the Contractor purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You will receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55..

DBE Commitment Submittal

Submit DBE information on the Local Agency Bidder DBE Commitment (Construction Contracts),” Exhibit 15-G, form included in the Contract Documents. If the form is not submitted with the bid, remove the form from the Contract Documents before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the City. DBE Commitment form must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the City requests it. If the City requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the City finds your bid **non-responsive**.

Good Faith Effort Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith effort documentation is not submitted with the bid, it must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the City finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with 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 value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The City may consider the DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made Good Faith Effort to meet the DBE goal.

2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

ADD the following to the third paragraph:

Such inspection of records may be made at the City Engineering and Capital Projects Department.

2-1.05 PROPOSAL FORMS – DELETE in its entirety and SUBSTITUTE the following:

The City will furnish to each Bidder a standard proposal form, which when filled out and executed, may be submitted as Bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice Inviting Bids, these special provisions, and Contract. Neither the proposal form nor any other portion of said book shall be detached therefrom. The Proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the Proposal form as therein required.

All proposals shall be submitted as directed in the Notice Inviting Bids under sealed cover bearing on the outside the name of the Bidder, his address, the name of the project for which the Bid is submitted and the appropriate State Contractor's License designation held by the Bidder. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed as specified in the Notice Inviting Bids. Proposals which are not properly marked may be disregarded.

All proposal forms shall be obtained at the location given in the Notice Inviting Bids.

2-1.07 PROPOSAL GUARANTY - First paragraph, DELETE the last sentence and SUBSTITUTE the following:

Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City of San Diego.

Delete the last paragraph and substitute the following:

A Bidder's bond will not be accepted unless it conforms to the bond form included in the Contract Documents and is properly filled out and executed. Upon request "Bidder's Bond" forms may be obtained from the City Public Works Contracting Group.

2-1.095 RELIEF OF BIDDERS - DELETE in its entirety and SUBSTITUTE the following:

Attention is directed to the provisions of Public Contract Code 5103, et seq concerning relief of Bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in his Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-1.105 PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING - DELETE in its entirety.

2-1.108 COMPLIANCE WITH ORDERS OF THE NATIONAL LABOR RELATIONS BOARD - DELETE in its entirety.

ADD: 2-1.121 GUARANTY BONDS - A material guaranty for a period of 6 months from the date of acceptance for the following item(s) of work as designated in the Engineer's Estimate will be required and shall conform to the provisions in Section 2-1.12, "Material Guaranty," of the Standard Specifications. A guaranty form for this purpose is included in the proposal. The guaranty form contains the items to be covered.

The 2 contract bonds required by Section 3-1.02, "Contract Bonds," of the Standard Specifications may be reduced as provided in said Section 2-1.12.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 AWARD OF CONTRACT - DELETE the second paragraph and SUBSTITUTE the following:

The award of the contract, if it is awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made to the lowest responsible Bidder within 90 days after the Bid opening; within 105 days to the second lowest responsible Bidder if the first does not execute the Contract; and within 120 days to the third lowest responsible Bidder if neither the first nor second execute the Contract. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

Failure of the Bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after Bid opening, including but not limited to escrowed Bid documents, where applicable, may subject the Bidder to a determination of the Bidder's responsibility in the event it is the apparent low Bidder on a future public works contract.

ADD the following after the last paragraph:

The lowest Bid will be determined, at the sole discretion of the City, by the base Bid alone or by the sum of the base Bid plus any combination of additive or deductive alternates that the City may select. Failure to submit a Bid on additive or deductive alternate selected by City shall be considered a **non-responsive** Bid.

The Contract shall be executed by the successful Bidder and shall be returned, together with the Contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the Bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Public Works Contracting Group
1200 Third Avenue, Suite 200
San Diego, CA 92101

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G2" form is included in the Contract Documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G2" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE

is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G2" form shall be completed and returned to the City by the successful bidder with the executed contract and contract bonds.

Attention is directed to Section 5, "Federal Requirements (American Recovery And Reinvestment Act)," of these special provisions

ADD: 3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City will not approve the contract.

3-1.02 CONTRACT BONDS - DELETE the first and second paragraphs and SUBSTITUTE the following:

The successful Bidder shall furnish a surety bond in an amount equal to 100% of the Contract Price as security for the faithful performance of the contract, and shall furnish a separate surety bond in an amount for not less than 100% of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract as specified California Civil Code section 9554. The aforesaid bonds shall be satisfactory to, and on the forms provided by, the City.

3-1.03 EXECUTION OF CONTRACT - DELETE this section in its entirety and SUBSTITUTE the following:

The contract shall be signed by the successful Bidder and returned together with the contract bonds, certificates of insurance, and other forms required in the proposal within 5 Working Days after the Bidder has received notice that the contract has been awarded.

SECTION 4. SCOPE OF WORK (BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES)

Attention is directed to the provisions in the Part 1 of the GREENBOOK and the City Supplements and Supplementary Special Provisions of the Specifications and these special provisions for determination of the Contract Time and the liquidated damages amounts.

Liquidated Damages are based on the estimated cost of field construction engineering. In special cases, liquidated damages greater than the estimated field construction engineering cost may be

specified provided detailed reasons are given to support the greater amount. 4-1.03 CHANGES - In Paragraph 2, DELETE the last sentence and SUBSTITUTE the following:

A Change Order will not become effective until approved by the Engineer and also by the City Council when applicable in those cases required by the City Charter. Payment for a Change Order will not be made until approved by the Mayor or designee. Change Orders normally require 2 to 3 months to process.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

Required for ALL construction contracts and subcontracts of \$5,000 or more.

5-1. LABOR NONDISCRIMINATION. -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Required for ALL projects on the State highway system.

5-1. PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.-The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than 1 foot deep.
 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.

5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).

6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles.-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas.-Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1. BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

Required for ALL construction contracts administered under the Caltrans Standard Specifications

5-1. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Required for ALL construction contracts administered under the Caltrans Standard Specifications

5-1. SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5-1. DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified

DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1. PERFORMANCE OF SUBCONTRACTORS

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph

2. Notices from you to the DBE regarding the request

3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

5-1. SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of San Diego may exercise the remedies provided under Pub Cont Code § 4110. The City of San Diego may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business

and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1._ PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions (if using Caltrans Standard Specification, modify or delete paragraphs 9-1.06 and 9-1.065 to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor)

(EITHER)

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or

subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1. FEDERAL REQUIREMENTS (AMERICAN RECOVERY AND REINVESTMENT ACT)

Under the American Recovery and Reinvestment Act (ARRA) of 2009, 9 USC § 902:

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.

- (a) ACCESS.-Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized-
 - (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- (b) RELATIONSHIP TO EXISTING AUTHORITY.— Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Under ARRA of 2009, 9 USC § 1515(a):

SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.

- (a) ACCESS.-With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), 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 relating to, the contract, subcontract, grant, or subgrant; and
 - (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
- (b) RELATIONSHIP TO EXISTING AUTHORITY.-Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

Immediately notify the Engineer if you have been contacted by the U.S. Comptroller, Inspector General, or their representatives.

Used in projects with American Recovery and Reinvestment Act Federal-aid funds.

5-1. MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the 5th of each month for the previous month. For the form, go to: <http://www.dot.ca.gov/hq/construc/forms.htm>

If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than \$10,000 or less than \$1,000. The Department releases the withhold upon submission of the completed form.

Required when total estimate is greater than \$ 1.0 M and construction contract is administered under the Caltrans Standard Specifications.

5-1. PARTNERING -- The City of San Diego will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of San Diego and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Required for ALL construction contracts administered under the Caltrans Standard Specifications.

5-1. PAYMENTS. -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing	\$ _____
Develop Water Supply	\$ _____
Roadside Clearing	\$ _____

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

Required for ALL construction contracts administered under the Caltrans Standard Specifications where construction activities will either encroach or affect State of California facilities.

5-1. ENCROACHMENT PERMIT -- Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT _____

PERMIT ENGINEER

Caltrans fee exemption may apply. Check with the Caltrans district permit office.

Application fee and site inspection costs, due at the time of application, are \$ _____.

A copy of this Encroachment Permit was issued to the City of San Diego and is available at:

(LOCAL AGENCY ADDRESS)

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

5-1. TRAINING

For the Federal training program, the number of trainees or apprentices is **XX**.

5-1.15 STATISTICAL TESTING - Requirements for statistical testing will not apply to the Work.

SECTION 12. (WORK ZONE SAFETY AND MOBILITY)

(Local Agency Information Only! As stated in Chapter 12 “Plans, Specifications, & Estimate” of the Caltrans “Local Assistance Procedures Manual,” Title 23 Code of Federal Regulations (CFR), Part 630 –Subpart J “Work Zone Safety and Mobility” requires the implementation of a policy by a local agency for systematic consideration and management of work zone impacts on all Federal-aid highway projects. The policy may take the form of processes, procedures, and or/guidance, and may vary based on the characteristics and expected work zone impacts of individual projects or classes of projects. Each local agency may develop its own policy, choose to pattern their policy after Caltrans’ policy, or choose to adopt a simple policy such as the following: “*To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.*”)

A. POLICY: (Local Agency to complete)

(Local Agency Information Only! A Traffic Management Plan (TMP) is required for all Federal-aid construction projects, and needs to include a Temporary Traffic Control (TTC) plan that addresses traffic safety and control through the work zone. A **significant project** (as defined in 23 CFR §630.1010) is one that, alone or in combination with other concurrent projects nearby, is anticipated to cause sustained work zone impacts that are greater than what is considered tolerable based on agency policy and/or engineering judgment. If a project is expected to be *significant*, the Traffic Management Plan (TMP) for that project must also contain both Transportation Operations (TO) and Public Information (PI) components.)

B. TRAFFIC MANAGEMENT PLAN: (Local Agency to complete)

A. TEMPORARY TRAFFIC CONTROL PLAN: (Local Agency to complete)

1. Transportation Operations (Local Agency to include if a Significant Project)

2. Public Information: (Local Agency to include if a Significant Project)

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS:

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.— In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____
- a. Describe the role of the DBE firm in the joint venture. _____
- b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____
5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

(Exclusive of Appalachian Contracts)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed

by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

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d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 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 paragraph 1.b. 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.

b. (1) 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:

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

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

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

(2) 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, Employment Standards Administration, 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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 contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

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3. Payrolls and basic records

a. 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. 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency..

(2) 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:

(i) 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;

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL)

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.

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b. Trainees (programs of the USDOL).

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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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. Certification of eligibility.

a. 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).

b. 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).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 (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 (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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented,

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as

the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check

the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of

employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Minority Utilization Goals		Goal (Percent)
Economic Area		
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

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Economic Area		Goal (Percent)
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

FR-15

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City San Diego:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the City San Diego approval for this submitted information before you start work. The City San Diego credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status, or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status, or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of San Diego and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet your equal employment opportunity responsibilities.
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of San Diego reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
 - 2.1. Contribute to the cost of the training.
 - 2.2. Provide the instruction to the apprentice or trainee.
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period.
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification, or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting your performance under this section.

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CALTRANS STANDARD SPECIFICATIONS (15-95)

CALTRANS STANDARD SPECIFICATIONS - MATERIALS

CALTRANS STANDARD SPECIFICATIONS - DESCRIPTION OF BRIDGE WORK

CALTRANS STANDARD SPECIFICATIONS - CONSTRUCTION DETAILS

CALTRANS STANDARD SPECIFICATIONS - BUILDINGS

CALTRANS STANDARD SPECIFICATIONS - RAILROAD RELATIONS

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:

1. You must perform, with your own organization, Contract work amounting to at least 50% 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.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-14.2 Integration of the Work with Separate Contractors. To the City Supplements, ADD the following:

The list of Separate Contractors includes:

1. Refer to the JOC Task Order documents.

SECTION 4 – CONTROL OF MATERIALS

4-1.3.2 Inspection of Materials Not Locally Produced. ADD the following:

The Engineer will perform inspection of out-of-town manufacturer for the items of Work specified here:

- a) Refer to the Task Order documents

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplements, ADD the following:

Refer to the Task Order documents

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 later than 5 Working Days after the issuance of Task Order Notice to Proceed** 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.

7-3.2.5 Contractors Builders Risk Property Insurance..

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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.
- 7-4 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.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP (Refer to the Task Order documents).

7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor. To the City Supplements, ADD the following:

Engineered "D" size TCP are required for the following areas:

1. Refer to Task Order documents

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

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:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 300 - EARTHWORK

300-1.4 **Payment.** To the City Supplements, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 **OPEN TRENCH OPERATIONS.** To the City Supplements, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	location	306-1.9.2-1
306-1.7.2.2	Permits	306-1.9.2-2
306-1.7.2.3	Submittals	306-1.9.2-3
306-1.7.2.4	Trenchless Construction	306-1.9.2-4
306-1.7.2.5	Payment	306-1.9.2-5

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.3.6	Private Pump Installation	306-1.9.2-6
306-1.7.3.7	Payment	306-1.9.2-7

306-1.6 **Basis of Payment for Open Trench Installations.** ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-22 **Pipe Fusion.** DELETE in its entirety.

SECTION 700 – REVEGETATION, MAINTENANCE, AND MONITORING

700-1.7.2 **Project Biologist.** To the City Supplement, ADD the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor.

SECTION 701 – WATER POLLUTION CONTROL

701-11 **Post-Construction Requirements.** To the City Supplements second paragraph, ADD the following:

Comply with the following post-construction requirements:

Refer to the JOC Task Order documents.

SECTION 705 – WATER DISCHARGES

705-2.6.3 **Community Health and Safety Plan.** To the City Supplements, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

705-2.6.1 **General.** Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

SECTION 707 – RESOURCE DISCOVERIES

707-2 Archeological and Native American Monitoring Program. To the City Supplement, ADD the following:

The City will retain a qualified archaeologist for this contract. The Contractor shall coordinate its activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, “INSPECTION” for details.

707-3 Paleontological Monitoring Program. To the City Supplements, ADD the following:

The City will retain a qualified paleontologist for this contract. Coordinate its activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, “INSPECTION” for details.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

City of San Diego

CONTRACTOR'S NAME: Torres Construction Corp.
ADDRESS: 7330 N. Figueroa St. Los Angeles, CA 90041
TELEPHONE NO.: (323) 257-7460 **FAX NO.:** (323) 257-8044
CITY CONTACT: Claudia Abarca-Contract Specialist, Email: CAbarca@san Diego.gov.
Phone No. 619-533-3439 Fax No. 619-533-3633
 SFrick/NB/RIR

CONTRACT DOCUMENTS



FOR

JOC B12 BUILDING IMPROVEMENTS

VOLUME 2 OF 2

BID NO.: K-13-5869-JOC-3
SAP NO. (WBS/IO/CC): 12001568
CLIENT DEPARTMENT: 2112
COUNCIL DISTRICT: City Wide
PROJECT TYPE: BT

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ADDITIONAL FUNDING SOURCE REQUIREMENTS AS SPECIFIED IN EACH RFP FOR JOC CONTRACT

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Proposal	3-6
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3. Contractors Certification of Pending Actions	8
4. Equal Benefits Ordinance Certification of Compliance.....	9
5. Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29	10
6. Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject To the Equal Opportunity Clause and the Filing of Required Reports	11
7. Public Contract Code Section 10162 Questionnaire	12
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9. Lobby Prohibition, Certification and Disclosure	14
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11. Disclosure of Lobbying Activities	16-17
12. Price Proposal Forms	18-19
13. EPA FORM 6100-3 – DBE Subcontractor Performance Form	20
14. EPA FORM 6100-4 – DBE Subcontractor Utilization Form	21

BIDDING DOCUMENTS

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.

For the Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

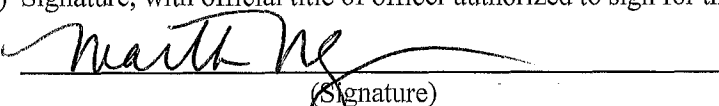
- (1) Name under which business is conducted N/A
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) N/A
- (4) City and State N/A Zip Code N/A
- (5) Telephone No. N/A Facsimile No. N/A

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):
N/A
- (3) Signature (Note: Signature must be made by a general partner)
- Full Name and Character of partner
N/A
- (4) Place of Business (Street & Number) N/A
- (5) City and State N/A Zip Code N/A
- (6) Telephone No. N/A Facsimile No. N/A

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted Torres Construction Corp.
- (2) Signature, with official title of officer authorized to sign for the corporation:

Martha McGowin
(Signature)
Martha McGowin
(Printed Name)
President
(Title of Officer)
- (Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 7330 N. Figueroa St.
- (5) City and State Los Angeles, CA Zip Code 90041
- (6) Telephone No. (323) 257-7460 Facsimile No. (323) 257-8044

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION B, C-8, C10, A, C21, C36

LICENSE NO. 808067 EXPIRES May 31, 2014

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): [REDACTED]

E-Mail Address: martha@torresconstruction.com



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

808067

Entity CORP

Business Name

TORRES CONSTRUCTION CORP

Classification(s) B C-8 C10 A C21 C36



Expiration Date 05/31/2014

www.cslb.ca.gov

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature *Martin* Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 27th DAY OF February, 2013

Notary Public in and for the County of Los Angeles, State of California

[Signature]
(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)
County of Los Angeles) ss.

Martha McGowin, being first duly sworn, deposes and says that he or she is President 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: [Signature]
Title: President

Subscribed and sworn to before me this 27th day of February, 2013
[Signature]
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 ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

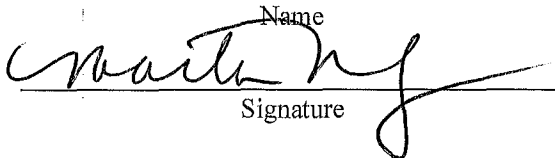
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Torres Construction Corp.

Certified By Martha McGowin Title President


Name
Signature

Date 2/27/2013

USE ADDITIONAL FORMS AS NECESSARY

BIDDING 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: **Torres Construction Corp.**

Contact Name: **Martha McGowin**

Company Address: **7330 N. Figueroa St.**

Contact Phone: **(323) 257-7460**

Los Angeles, CA 90041

Contact Email: **martha@torresconstruction.com**

CONTRACT INFORMATION

Contract Title: **JOC B12 Building Improvements**

Start Date: **TBD**

Contract Number (if no number, state location): **K-13-5869-JOC-3**

End Date: **TBD**

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.

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.

Martha McGowin/President

2/27/2013

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:

EBO Analyst:

Approved

Not Approved – Reason:

rev 02/15/2011

BIDDING DOCUMENTS

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDING DOCUMENTS

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder: Torres Construction Corp.
proposed Subcontractor: N/A

, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Torres Construction Corp.
Company

By  _____

President
Title

Date: 2/27/2013

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BIDDING DOCUMENTS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES _____ NO **X**

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder, hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES PROVIDED.

THE ABOVE STATEMENTS ARE PART OF THE PROPOSAL. SIGNING THIS PROPOSAL ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THESE STATEMENTS.

BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112, Non-Collusion Affidavit," and the Title 49 Code of Federal Regulations, Part 29, "Debarment and Suspension Certification," are true and correct.

BIDDING DOCUMENTS

NON-LOBBYING CERTIFICATION
(FOR FEDERAL-AID CONTRACTS)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontractors, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

BIDDING DOCUMENTS

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.

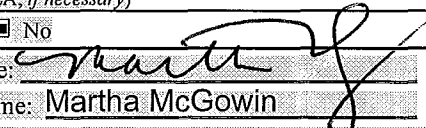
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused 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 (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value 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.

BIDDING DOCUMENTS

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> a. Grant N/A <input type="checkbox"/> b. Cooperative agreement <input type="checkbox"/> c. Loan <input type="checkbox"/> d. Loan guarantee <input type="checkbox"/> e. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <p align="center">N/A</p>	3. Report Type: <input type="checkbox"/> a. initial finding N/A <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <p align="center">N/A</p> Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <p align="center">N/A</p> Congressional District, if known: _____	
6. Federal Department/Agency: <p align="center">N/A</p>	7. Federal Program Name/Description: <p align="center">N/A</p> CFDA Number, if applicable: _____	
8. Federal Action Number, if known: <p align="center">N/A</p>	9. Award Amount, if known: \$ _____ N/A	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) <p align="center">N/A</p>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <p align="center">N/A</p>	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____ <p align="center">N/A</p>	
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash N/A <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: <p align="center">N/A</p> (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Martha McGowin Title: President Telephone No.: (323) 257-7460 Date: 2/27/2013	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

BIDDING DOCUMENTS

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
OMB0348-0046

Reporting Entity: _____ Page _____ of _____

[Empty reporting area]

Authorized for Local Reproduction
Standard Form - LLL-A

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Task Order issued under this Job Order Contract using the Unit Price Book (UPB) with the following adjustment factors.

The Bidder guarantees the Adjustment Factors 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 Composite Adjustment Factor 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.

1. **Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in the Task Order Scope of Work *during normal working hours* in the quantities specified in the individual Task Orders assigned to this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #1 of:

0.6400

Specify to four (4) decimal places.

zero point six four zero zero

Adjustment Factor #1 for normal working hours – in words.

2. **Other Than Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced functions called for in the Task Order Scope of Work *during other than normal working hours* in the quantities and line items specified in the individual Task Orders assigned to this Contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for sum of the lowest prices obtained from the required competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced Items are to be multiplied by the adjustment factor #2 of **(may not be lower than the one stated above):**

0.6600

Specify to 4 decimal places.

zero point six six zero zero

Adjustment Factor #2 for other than normal working hours – in words.

Failure to submit adjustment factors for Items 1 and 2 above to four (4) decimal places shall result in the bid being deemed **non-responsive** and ineligible for further consideration.

Composite Adjustment Factor Calculation:

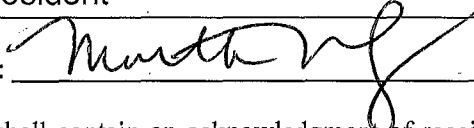
Enter below the adjustment factors listed above and perform the required calculations:

BIDDING DOCUMENTS

Item	Adjustment Factor (4 Decimal Places)	Percentage Factor	Partial Composite Adjustment Factor (4 Decimal Places)
1	0.6400	80%	0.5120
2	0.6600	20%	0.1320
Composite Adjustment Factor			0.6440

Bidder: Torres Construction Corp.

Title: President

Signature: 

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. 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 following addenda have been received and are acknowledged in this bid: N/A

NOTES:

- A. Total Composite Adjustment Factor(s) are subject to tabulation/verification by the City.
- B. Adjustment Factors 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 bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit Adjustment Factors where required shall render the Bid non-responsive and shall be cause for its rejection.
- E. Bids shall have Adjustment Factors, Bid Amounts, and Total Composite Adjustment Factors expressed to four (4) decimal places (tenths, hundredths, thousandths, and ten thousandths).
- F. All Bid Amounts and Total Composite Adjustment Factors will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Adjustment Factor x Percentage Factor and the Bid Amount, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Bid Amounts with the Total Composite Adjustment Factor, the sum of the Bid Amounts shall govern.
- H. Adjustment Factors submitted that exceed four (4) decimal places shall be cause for deeming the bid non-responsive and ineligible for further consideration.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

BIDDING DOCUMENTS

OMB Control No.: 2090-0030
 Approved: 05/01/2008
 Approval Expires: 01/31/2011



Environmental
 Protection Agency

**Disadvantaged Business Enterprise Program
 DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR N/A		PROJECT NAME N/A
ADDRESS N/A		BID/PROPOSAL NO. N/A
TELEPHONE NO. N/A		EMAIL ADDRESS N/A
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	N/A	
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor: _____ Date: _____ Signature of Subcontractor: _____ Date: _____ Name Title: _____		

¹Subcontractor is defined as companies, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

